



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and One Talent, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **One Talent, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, The mission of One Talent, Inc. is to advance the gifts and talents of our leaders of tomorrow. We operates with a commitment to nurturing the potential of young individuals who might otherwise face significant challenges in realizing their dreams and aspirations. Through a multifaceted approach, we address various facets of personal development and societal challenges to foster well-rounded, empowered leaders. Mentorship is a big focus in



One Talent, Inc.'s mission. We provide guidance, support, and wisdom gained from their own life experiences to our youth. Our mentors serve as positive role models, helping to instill values, cultivate skills, and broaden perspectives. One Talent, Inc. places a strong emphasis on teaching life skills. These include skills such as effective communication, time management, financial literacy, and critical thinking. By equipping participants with these skills, One Talent empowers them to navigate life's challenges with confidence and resilience. Health and wellness are integral components of personal development. One Talent, Inc. educates youth on the importance of physical and mental well-being, promoting healthy habits and providing access to resources for maintaining a balanced lifestyle. Through workshops and activities, participants learn how to prioritize self-care and manage stress. In addition to addressing individual well-being, One Talent, Inc. is deeply committed to fostering a sense of community and promoting social responsibility. We hosts events focused on bullying and violence prevention, creating safe spaces where youth can learn about conflict resolution, empathy, and tolerance. One Talent strives to combat negative behaviors and promote positive social interactions among young people. Leadership and entrepreneurship development are cornerstones of One Talent, Inc.'s approach to empowering youth. Through workshops, seminars, and hands-on experiences, participants are encouraged to explore their potential as leaders and innovators. By fostering creativity, initiative, and problem-solving skills, the organization empowers young individuals to become catalysts for positive change in their communities. At its core, One Talent, Inc. believes in the power of identifying and nurturing the unique strengths and passions of each child. By investing in the personal and professional development of underserved and underprivileged youth, we aim to break the cycle of poverty and disadvantage. Through a holistic approach, One Talent, Inc. seeks to empower a generation of leaders who will not only thrive personally but also contribute meaningfully to the betterment of society, ultimately creating safer, more prosperous communities for all. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.

2. Award. ARPA funding in the amount of **\$25,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.

3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.

4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender,

race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and

Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to

one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

## **ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation

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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**



### Schedule I

**Name of Subrecipient:** One Talent, Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** L4EKUJ6DR6K7

**Notice Address:**

3707 Main Street

College Park, Georgia 30337

**Award Amount:** \$25,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 7

**Service Delivery Site:**

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 Youth Served by the program (facility) location
Club E Atlanta	3707 Main St	College Park	Georgia	30337	6	5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**One Talent, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

One Talent's Youth Summer Service Program aims to equip youth with essential skills in two critical employment areas, bookkeeping and customer service, providing them with invaluable experience and knowledge for future

employment opportunities. Through a combination of hands-on training and classroom instruction, participants learn fundamental principles of bookkeeping. This includes the importance of accurate record-keeping, principles of financial documentation, and basic accounting procedures. These lessons provide participants with a solid understanding of the principles and practices of effective financial management, essential for success in a wide range of industries. In the customer service area, participants learn effective communication, discovering how to engage with clients, address inquiries, and resolve issues courteously and professionally. Through role-playing exercises and interactive scenarios, they refine their problem-solving abilities and enhance their interpersonal skills, essential for building positive relationships with customers.

Participants not only receive technical training but also benefit from a supportive and inclusive learning environment. Mentors play a pivotal role in guiding and encouraging participants, serving as sources of inspiration and wisdom throughout their journey. Through one-on-one coaching sessions and group activities, mentors provide personalized feedback and support, helping participants overcome challenges and maximize their potential.

By the conclusion of the program, participants emerge with a solid foundation in both bookkeeping and customer service, equipped with the skills and confidence needed to excel in a variety of professional settings. Participants have the opportunity to use their new skills through potential internships or volunteer placements. They will be ready to pursue careers in finance, hospitality, or entrepreneurship. The program instills a sense of empowerment and self-belief in participants, fueling their personal and professional development and preparing them towards a future filled with opportunities and success.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

One Talent's will provide participants will participate in activities and experiences needed for bookkeeping and customer service/clerical careers. In the bookkeeping component of our program, participants will learn how to maintain accurate financial records, including ledger entries, journal entries, and reconciliations. Participants will also gain proficiency in using accounting software and spreadsheets to organize and analyze financial data. In the customer service aspect of our program, participants will learn effective techniques for engaging with customers, addressing inquiries and concerns, and resolving conflicts in a professional manner. Participants will undergo training focused on developing strong interpersonal skills and effective communication techniques. The activities that the participants will engage provide beginner knowledge for those pursuing higher education in studies such as accounting, finance, business administration, etc. Youth employed in the program will gain firsthand experience working in professional and businesses environments. Participants will emerge as competent and confident individuals prepared to pursue rewarding careers in bookkeeping and customer service among others.

**Population to be served, and geographic location:**

The population anticipated to be served by One Talent, Inc. consists of youth and young adults living in College Park, Georgia, particularly those residing in areas encompassing districts 5 and 6. Many youth and individuals of these areas have higher rates of socioeconomic challenges, including poverty and single-parent households. One Talent, Inc. is located in historic College Park, which is situated south of downtown Atlanta and near the Hartsfield-Jackson Atlanta International Airport. The organization's headquarters are specifically housed within Club E Atlanta, a business development center in downtown College Park. District 6 serves as the primary geographic focus for One Talent, Inc., but the organization also extends its services to encompass parts of district 5. By targeting youth and young adults in these areas and addressing the unique challenges they face, One Talent, Inc. aims to provide tailored support and opportunities for personal and professional development, ultimately empowering individuals to overcome barriers and achieve their full potential during the Summer Youth Job Training Program. One Talent is committed to serving Fulton County youth and helping them accomplish their professional goals.

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs...,In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.,Training/Job Development/Employment in strategic industries which leads to self-sufficiency.,Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

Cost Category	Designation of ARPA SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$1,250.00
Direct Services	\$23,750.00
Total	\$25,000.00

**Funding Details:**

One Talent will spend the funding using a breakdown of the program budget. \$12,600 will be designated for participant wages, there will be 7 participants working 5 hours per day, 4 days a week, at a rate of \$15 per hour, over a period of six weeks. Administrative expenses will account for \$1,250 which will go towards staff salaries. A transportation stipend of \$1,260 will be provided, allowing for either gas cards or weekly public transportation cards, with \$30 allotted per week for each youth participant. This will remove barriers to program participation and ensure youth are easily able to get to and from work. Program supplies, training and educational material and certification for participants will equate to \$6,490 in funding. \$2,000 will be designated for program meals to guarantee that participants have access to food throughout the training, eliminating any food insecurity concerns. Additionally, a work attire/uniform expense stipend of \$1,400 will be distributed, equaling to \$200 per participant. Since participants are trained to work in professional and business environments, wearing professional attire would be appropriate for the program and for their practice. In total, \$25,000 in funding will be utilized for our summer job training program.


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.

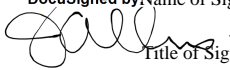
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA


VENDOR NAME **One Talent, Inc.**


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

DocuSigned by: Name of Signatory: Jo Ann Allen  
  
Title of Signatory: Executive Director Jo Ann Allen  
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Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:  
  
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Tonya R. Grier  
Clerk to the Commission

DocuSigned by: Name of 2nd Signatory: **Kamilah Gothard**  
  
Title of Signatory: **Director of Finance and Programs**  
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Second Authorized Signature

(Affix County Seal)

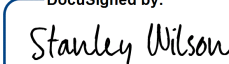


(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2024

**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).**

<b>PRODUCER</b>  CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Courtney Davidson</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (646) 844-9933</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> customer.service@coverwallet.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td colspan="2"><b>INSURER A:</b> United States Liability Insurance Company</td> </tr> <tr> <td colspan="2"><b>NAIC #</b> 25895</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b></td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Courtney Davidson		<b>PHONE (A/C, No, Ext):</b> (646) 844-9933	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> customer.service@coverwallet.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> United States Liability Insurance Company		<b>NAIC #</b> 25895		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b> Courtney Davidson																							
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<b>INSURER F:</b>																							
<b>INSURED</b>  One Talent, Inc 3707 Main St Atlanta, GA, 30337																							

**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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NPP1592611D	11/13/2023	11/13/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse And Molestation	X		NPP1592611D	11/13/2023	11/13/2024	Each Claim \$100,000 Aggregate \$200,000

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

Certificate holder is a "Additionally Insured" per the Coverage Form attached to this policy.

**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

*Margaret M. Reff*

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
07/12/2024

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).

<b>PRODUCER</b>  Buckhead Commercial Insurance Services 1876 Princeton Rd Suite 101 Atlanta GA 30337	<b>CONTACT NAME:</b> Sarah English Perry <b>PHONE (A/C, No, Ext):</b> 404-767-4030 <b>FAX (A/C, No):</b> 404-443-0667 <b>E-MAIL ADDRESS:</b> army@bcisl.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : United States Liability Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**  
  
 One Talent Inc  
 3707 Main St  
 Atlanta GA 30337

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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    RETENTION \$			BN98221341	07/12/2024	07/12/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    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 is an "additional Insured" per the coverage form attached to this policy

**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

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One Talent, Inc. <info@onetalent.org>

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## RE: One Talent- Request for Automobile Waiver- Approved

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**Williams, Cherie** <Cherie.Williams@fultoncountyga.gov>  
To: "One Talent, Inc." <info@onetalent.org>  
Cc: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>

Thu, May 30, 2024 at 10:24 AM

Good morning!

I am in receipt of your request for an automobile insurance waiver. Based on the information provided below, your request is approved. As evidence of the approved waiver, please include this email with your COI as one document.

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](#)

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**From:** One Talent, Inc. <info@onetalent.org>  
**Sent:** Wednesday, May 29, 2024 4:41 PM  
**To:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>  
**Cc:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>  
**Subject:** Re: Fulton Co. SYEP Application Negotiation

Hello,

One Talent, Inc. would like to request a waiver for automobile coverage on our COI. One Talent does not operate or own a vehicle. Our SYEP program will not require vehicle use. Thank you!

On Wed, May 29, 2024 at 3:55 PM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Hello





One Talent, Inc. <info@onetalent.org>

---

## RE: Waiver Request for Worker's Compensation- One Talent- Approved

---

**Williams, Cherie** <Cherie.Williams@fultoncountyga.gov>  
To: "One Talent, Inc." <info@onetalent.org>  
Cc: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>

Tue, May 21, 2024 at 3:54 PM

Good afternoon One Talent, Inc.

Thank you for your email.

Because your agency does not have any full time employees, you are not required to secure Worker's Compensation coverage. **The Worker's Compensation is waived.**

Please attach this email and submit with your Certificate of Insurance as one document. This will serve as evidence of your request for a waiver has been given.

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](#)

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**From:** One Talent, Inc. <info@onetalent.org>  
**Sent:** Tuesday, May 21, 2024 3:29 PM  
**To:** HSD - Applications <HSD.Applications@fultoncountyga.gov>  
**Cc:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>  
**Subject:** Waiver Request

---

Good afternoon, One Talent Inc. would like to request a waiver form for worker's compensation. We do not have any full-time employees. We will attach the waiver to our COI once received. Thank you!

--



*Advancing the Gifts and Talents of Our Leaders of Tomorrow*

[www.onetalent.org](http://www.onetalent.org)



One Talent, Inc. <info@onetalent.org>

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## Waiver Request One Talent Inc.

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**Ferrell, Dionne** <Dionne.Ferrell@fultoncountyga.gov>  
To: "One Talent, Inc." <info@onetalent.org>  
Cc: Kamilah Gothard <kamilah.burrow@onetalent.org>

Wed, Jun 12, 2024 at 3:50 PM

Good afternoon,

The Fulton County Risk Management office is requesting abuse/molestation coverage. One Talent may secure a minimal abuse/molestation policy that is cost-effective.

Thank you for your patience.

---

**From:** One Talent, Inc. <info@onetalent.org>  
**Sent:** Tuesday, June 11, 2024 3:25 PM  
**To:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>  
**Cc:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Kamilah Gothard <kamilah.burrow@onetalent.org>  
**Subject:** Waiver Request One Talent Inc.

---

[Quoted text hidden]

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** One Talent, Inc. on behalf of Fulton County **Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

2391221

EEV/Basic Pilot Program\* User Identification Number

One Talent, Inc.  
Name of Contractor (Agency)

Jo Ann Allen  
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director  
Title of Authorized Officer or Agent of Contractor of Contractor

Jo Ann Allen  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 27 day of March, 2024.

Notary Public: Dominique R Huff

County: Fulton

Commission Expires: January 17, 2027



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

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

STATE OF GEORGIA

NOT APPLICABLE

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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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

**Certificate Of Completion**

Envelope Id: 2A849753C66F471AA5702F841AB65A28

Status: Completed

Subject: Please DocuSign: 2024 ARPA SYJTP Contract-One Talent, Inc.-BOC Agenda#24-0351

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 23

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 0

Carlos S. Thomas

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Enveloped Stamping: Enabled

Purchasing &amp; Contract Compliance, Suite 1168

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

Atlanta, GA 30303

carlos.thomas@fultoncountyga.gov

IP Address: 73.106.219.199

**Record Tracking**

Status: Original

Holder: Carlos S. Thomas

Location: DocuSign

7/17/2024 6:19:17 PM

carlos.thomas@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

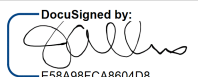
Storage Appliance Status: Connected

Pool: Fulton County Government

Location: DocuSign

**Signer Events****Signature****Timestamp**

JoAnn Allen

DocuSigned by:  
  
 E58A98FCA8604D8...

Sent: 7/17/2024 6:23:44 PM

joann.allen@onetalent.org

Resent: 7/19/2024 5:08:26 PM

Executive Director

Viewed: 7/20/2024 2:44:50 PM

One Talent, Inc.

Signed: 7/20/2024 2:50:35 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device

Using IP Address: 166.196.54.104

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 7/20/2024 2:44:50 PM

ID: eb9e8d19-a90e-4cc1-8fc7-6e35b414049f

Kamilah Gothard

DocuSigned by:  
  
 2AC79B93DC9D4FA...

Sent: 7/20/2024 2:50:37 PM

kamilah.burrow@onetalent.org

Resent: 7/22/2024 12:27:11 PM

Director, Finance &amp; Programs

Viewed: 7/22/2024 1:19:35 PM

One Talent, Inc

Signed: 7/22/2024 1:25:07 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.184.2.194

Signed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 7/22/2024 1:19:35 PM

ID: 87a4ea73-0315-4cb0-96db-596d9388d345

Mark Hawks2

**Completed**

Sent: 7/22/2024 1:25:09 PM

mark.hawks@fultoncountyga.gov

Resent: 7/24/2024 1:32:02 PM

Chief Assistant Purchasing Agent

Viewed: 7/24/2024 2:11:08 PM

Purchasing and Contract Compliance

Signed: 7/24/2024 2:11:26 PM

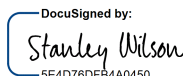
Security Level: Email, Account Authentication (None)

Using IP Address: 45.20.200.178

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stanley Wilson

DocuSigned by:  
  
 5E4D78DFB4A0450...

Sent: 7/24/2024 2:11:30 PM

Stanley.Wilson@fultoncountyga.gov

Viewed: 7/24/2024 3:03:45 PM

Director

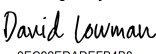
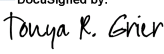

Signed: 7/24/2024 3:03:53 PM

Stanley Wilson

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 76.209.103.30

Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 74.174.59.4	Sent: 7/24/2024 3:03:55 PM Viewed: 7/24/2024 4:33:20 PM Signed: 7/24/2024 4:56:03 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/24/2024 4:33:20 PM ID: 212cf43f-b6fe-4dcd-9e65-ad88aa28a1b0		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>0EC92EDADEFB4B8...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 7/24/2024 4:56:06 PM Viewed: 7/24/2024 5:28:57 PM Signed: 7/24/2024 5:30:08 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/24/2024 5:28:57 PM ID: 38eb1f7b-d6cd-4677-95a0-2797751d1dcc		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 68.208.197.4	Sent: 7/24/2024 5:30:11 PM Viewed: 7/25/2024 9:59:03 AM Signed: 7/25/2024 9:59:50 AM
<b>Electronic Record and Signature Disclosure:</b> 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)	<div> <div>DocuSigned by:</div> <div>  <div>BA715B1A26544E7...</div> </div> </div> Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 7/25/2024 9:59:53 AM Viewed: 7/25/2024 10:20:15 AM Signed: 7/25/2024 10:20:23 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tonya R. Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	<div> <div>DocuSigned by:</div> <div>  <div>EEC476C4837648D...</div> </div> </div> <div>  </div> Signature Adoption: Pre-selected Style Using IP Address: 99.96.24.191	Sent: 7/25/2024 10:20:27 AM Viewed: 7/25/2024 12:43:09 PM Signed: 7/25/2024 12:43:15 PM
<b>Electronic Record and Signature Disclosure:</b> 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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 7/25/2024 12:43:19 PM Viewed: 7/25/2024 1:07:06 PM Signed: 7/25/2024 1:07:11 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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 6:23:43 PM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 6:23:43 PM Resent: 7/25/2024 1:07:20 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/17/2024 6:23:44 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/25/2024 1:07:16 PM Viewed: 7/25/2024 2:40:04 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2024 6:23:43 PM
Certified Delivered	Security Checked	7/25/2024 1:07:06 PM



Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/25/2024 1:07:11 PM
Completed	Security Checked	7/25/2024 1:07:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

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

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

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

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

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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

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

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

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

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

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

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

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

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

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

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Men of Intelligence Association**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Men of Intelligence Association** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, The Men of Intelligence Association (MOIA) is a non-profit organization based in South Fulton that brings together individuals from diverse professional fields, including landscape architecture, tree trimming, electrical work, law enforcement, commercial real estate, military, and mechanics. This varied expertise allows MOIA to tackle a wide range of projects and challenges, contributing to comprehensive community development and support. MOIA's mission

revolves around improving resource-limited communities by striving to make them economically stable, aesthetically pleasing, and environmentally sustainable. Economic stability is aimed at ensuring residents have access to jobs and financial resources. Aesthetically pleasing environments involve creating clean, well-maintained, and attractive communities that foster a strong sense of pride. Environmental sustainability focuses on implementing practices that protect natural resources and promote green living, contributing to the overall health and well-being of the community and its surroundings. Our organization fosters inclusive collaboration among civic groups, government bodies, and businesses. Emphasizing intergenerational cooperation, MOIA engages both youth and elders, valuing their contributions. By bridging generational gaps and leveraging diverse skills, MOIA aims for a united, safe community. Promoting dialogue and collaboration, it cultivates a shared vision, addressing immediate needs and building a strong foundation for future generations in South Fulton. Services we provide include: The Youth Community Cleanup Program promotes character and personal growth among teens and youth, particularly those from underprivileged backgrounds, by encouraging teamwork, providing mentorship, and fostering a sense of pride and purpose. Focused on cleaning litter in South Fulton, this initiative bridges generational gaps and reduces economic disparities by involving youth in community service, enhancing their employment skills and engagement. By offering an after-school program with compensation, it contributes to local economic circulation and prepares teens for future opportunities. This project significantly impacts youth development, environmental cleanliness, social cohesion, and economic well-being, fostering a cleaner, more united, and economically vibrant community. With continued support, long-term community improvement and personal development for youth are ensured. The Senior Yard Maintenance and Tree Trimming Program supports individuals aged 59 and above, earning less than \$50,000 per year, by assisting them in maintaining their properties. Beyond individual property upkeep, this initiative enhances overall neighborhood safety and aesthetics, reducing the likelihood of severe injuries and fatalities. In densely forested areas like metro-Atlanta, seniors face unique risks due to overgrown foliage. The program intervenes by offering essential maintenance services without cost, including trimming hazardous trees and ensuring well-kept yards. By providing these services, it protects elderly residents from physical strain and financial burden while promoting community spirit and mentorship. The BeeLieve Community Garden aims to foster a secure and supportive environment for the youth and young adults of South Fulton County, assisting teenagers with limited familial support and resources in transitioning to independent and self-sufficient lives. By harnessing the unique strengths and passions of youth, this initiative empowers them to become productive members of society, enhancing health equity and lifelong skills. It also fosters intergenerational connections by inviting local senior citizens to join the garden, creating a

safe, interactive space where individuals from all walks of life can unite, reinforcing a sense of community. Our organization's commitment to community involvement is further exemplified through its Probation Community Service Hours initiative. Recognized by local judiciary authorities, including judges and probation officers, the organization provides a constructive avenue for individuals with minor misdemeanors to fulfill their obligations to society through community service. Whether mandated by court orders or required for academic purposes, the organization is dedicated to assisting individual with minor misdemeanors to fulfill their obligations to society through community service. Whether mandated by court orders or required for academic purposes, the organization is dedicated to assisting individuals in every step of the way, turning obligations into chances for personal growth and community enrichment. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** ("Eligible Use"); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any



activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$25,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County

will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or

otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

### **To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

### **Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any

other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Men of Intelligence Association

**Subrecipient's Unique Entity ID (SAM) Number:** ZNG4HMRXKMX4

**Notice Address:**

2613 Semmes St

East Point, Georgia 30344

**Award Amount:** \$25,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 10

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Club E Atlanta	3707 Main St	College Park	GA	30337	6	5,6
Men of Intelligence Association Office	260 Peachtree St Ste 2200	Atlanta	GA	30303	4	5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Men of Intelligence Association shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

The Green Futures Youth Employment Program's Summer Youth Job Training initiative aims to tackle community challenges while providing valuable opportunities for local youth. The primary goal of our Summer Youth Job Training program is to address the risks and challenges faced by youth in our community while simultaneously contributing to environmental improvement and community safety. By employing youth to clean up litter and trash in designated "litter hotspots" throughout East Point, we aim to reduce litter pollution, enhance neighborhood aesthetics, and promote a sense of pride and ownership among residents. Youth are trained in proper waste management techniques, teamwork, time management, and communication skills, which are transferable to various future employment opportunities and personal growth endeavors. Through this training, participants gain practical knowledge that is directly applicable to various career pathways, particularly in sectors such as environmental conservation, waste management, and urban planning. Emphasis on teamwork, time management, and communication skills cultivates essential soft skills that are universally sought-after in the job market, regardless of industry. By providing youth with exposure to in-demand and "green" career paths, we not only broaden their horizons but also pave the way for a sustainable and environmentally conscious future workforce. By nurturing their interest and aptitude in these fields, we empower them to pursue meaningful careers that not only offer financial stability but also allow them to make a positive impact on their communities and the world.



**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Program participants will be tasked with activities centered around environmental conservation and community engagement as Men of Intelligence (MOIA) Green Futures Youth Employment Program.

One of the primary activities participants will undertake is litter clean-up. This hands-on experience will involve cleaning up litter from parks, streets, and other public spaces within the East Point community. Participants will work together in teams, supplied with gloves, trash bags, and other necessary tools, to restore cleanliness and reduce pollution in designated areas. Through this task, participants will not only contribute to maintaining the cleanliness of their surroundings but also develop a sense of responsibility towards their environment. In addition to litter clean-up, participants will also be involved in recycling initiatives. They will learn about the importance of recycling and waste management practices while actively participating in recycling programs within their community. This hands-on experience will not only help in reducing waste but will also instill a sense of environmental responsibility and sustainability in the participants.

The program will help participants develop soft skills such as teamwork, leadership, problem-solving, and adaptability. The program incorporates community service through its activities, providing an opportunity to develop an interest in the nonprofit sector or other civic activities. Overall, skills and work experiences gained through our summer program will prepare participants for future “green careers” and optimistically encourage them to become agents of positive change in their communities.

**Population to be served, and geographic location:**

MOIA’s East Point Youth Community Cleanup Program is poised to make a profound difference in Fulton County, with a specific focus on East Point, GA, or District 6. This area has been strategically chosen for its critical need for community intervention, aiming to uplift youth who find themselves navigating the complexities of life in low-income, high-risk neighborhoods.

East Point is a community standing at a crossroads, with a staggering 41% of children under 18 living below the poverty line, a figure that starkly highlights the pressing issues facing the area’s young residents. These children and teenagers confront a daily reality marked by food insecurity, precarious living conditions, and limited access to both quality education and gainful employment, painting a picture of a community in dire need of support and change.

Through its comprehensive approach, MOIA’s program is dedicated to nurturing the community from within, offering vital support, guidance, and opportunities for both personal and professional growth. The initiative aims not only to address immediate needs but to forge a path towards long-lasting empowerment, enabling these young individuals to break free from the poverty cycle and make a lasting, positive mark on their community.

A contributing factor to the area’s challenges is the significantly lower rate of homeownership in East Point, where only 42% of homes are owner-occupied, in contrast to the county’s average of 54%. This discrepancy is not just a statistic but

a reflection of a deeper issue of community engagement and investment. Nearly 20% of East Point’s population lives in poverty—significantly higher than the county’s average of about 13%. This gap in economic stability and homeownership fosters a sense of detachment among residents, leading to a widespread lack of concern for the community’s appearance and well-being.

By addressing these multifaceted issues, the MOIA’s East Point Youth Community Cleanup Program aspires to ignite a sense of pride and ownership among its participants and the broader community. In doing so, it seeks to transform East Point into a beacon of hope and resilience, demonstrating the power of collective action and the enduring impact of nurturing the potential of its youth.

**ARPA Summer Youth Job Training Funding Priorities:**

In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.,Training/Job Development/Employment in strategic industries which leads to self-sufficiency.,Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

Cost Category	Designation of ARPA SYJTP Funding Request
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Direct Services</b>	\$23,750.00
<i>Total</i>	\$25,000.00

**Funding Details:**

Men of Intelligence plans to utilize the requested funding across various categories to ensure the effective implementation of the program. For Direct Services, a significant portion of the funding, totaling \$21,375, will be allocated towards stipends for the participating students. The breakdown is based on 10 students working 2.5 hours a day, 3 days a week, over a span of 19 weeks during the grant period, with an hourly rate of \$15. Furthermore, \$1,250 will be designated for Administrative and Accounting purposes to facilitate the effective operation and oversight of the program.

Additionally, \$500 will be dedicated to procuring essential materials such as safety vests, trash bags, grabbers, gloves, and snacks, ensuring the safety and comfort of the participants while they engage in program activities. Youth will receive a total of 1,875 in transportation stipends, each student receiving \$187.50. SYJTP funding is optimally used to support both the administrative functions and the direct services of the program.

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 **Men of Intelligence Association, Inc.**

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

DocuSigned byName of Signatory: Elliott Gothard  
*Elliott Gothard*  
B21DE093335F495...  
Program Director  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Dornelius Mayes**  
*Dornelius Mayes*  
B21DE093335F495...  
President  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

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 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).

<b>PRODUCER</b> Buckhead Commercial Insurance Services 1876 Princeton Ave Suite 101  Atlanta GA 30337		<b>CONTACT NAME:</b> Sarah English Perry <b>PHONE (A/C, No, Ext):</b> 404-767-4030 <b>E-MAIL ADDRESS:</b> army@bcisllc.com <b>FAX (A/C, No):</b> 404-443-0667	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> United States Liability Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>		NPP024L8264	07/17/2024	07/17/2025	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b>	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident)
						BODILY INJURY (Per person)
						BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR	XL 1657680	07/17/2024	07/17/2025	EACH OCCURRENCE
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE
	DED <input type="checkbox"/> RETENTION \$					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A	Abuse and Molestation	<input type="checkbox"/> Y <input type="checkbox"/>	NPP024L8264	07/17/2024	07/17/2025	100,000 Occurance 200,000 Aggregate

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

Social Services \_ Student Tutoring

Certificate holder is included as additional insured on general, and auto policies as required by written contract. Blanket Waiver of Subrogation provided on above indicated policies. 30 days notice of cancellation.

The certificate holder is named as additional insured AND loss payee but only in respect to claims arising from the negligence of the named insured

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government 141 Pryor Street 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 
---	---

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Men of Intelligence <moiagivesback@gmail.com>

---

## Scope Negotiation - Important

---

**Ferrell, Dionne** <Dionne.Ferrell@fultoncountyga.gov>  
To: Men of Intelligence <moiagivesback@gmail.com>

Thu, Jun 13, 2024 at 12:29 PM

Good afternoon,

The minimum for abuse coverage is 1 million dollars, however they will accept the \$200,000 this time around.

---

**From:** Men of Intelligence <moiagivesback@gmail.com>  
**Sent:** Thursday, June 13, 2024 9:58 AM  
**To:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>  
**Subject:** Re: Scope Negotiation - Important

---

[Quoted text hidden]



Men of Intelligence <moiagivesback@gmail.com>

---

## RE: Automobile Coverage Waiver Request- Men of Intelligence Approved

---

**Williams, Cherie** <Cherie.Williams@fultoncountyga.gov>

Fri, May 31, 2024 at 2:24 PM

To: Men of Intelligence <moiagivesback@gmail.com>

Cc: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>, Traci <hogantraci015@gmail.com>

Hi Mr. Gothard,

Thank you for the update. Based on all the information provided for the automobile coverage, the request for waiver is approved.

As evidence of the approved waiver, please include this email with the Certificate of Insurance as one document.

Thank you and have a great weekend!

**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:** Men of Intelligence <moiagivesback@gmail.com>

**Sent:** Friday, May 31, 2024 1:55 PM

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

**Cc:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Traci <hogantraci015@gmail.com>

**Subject:** Re: Automobile Coverage Waiver Request- Men of Intelligence

Good Afternoon Ms. Williams,

Hope your day is going well. We do not use our personal vehicles for program or service delivery. All program participants get to the appropriate locations on their own accord. We do not use our personal vehicles in any capacity to carry out the program.



Men of Intelligence <moiagivesback@gmail.com>

---

## RE: SYJTP Worker's Comp Waiver Request- Men of Intelligence- APPROVED

---

**Williams, Cherie** <Cherie.Williams@fultoncountyga.gov>

Tue, May 21, 2024 at 3:52 PM

To: Men of Intelligence <moiagivesback@gmail.com>, HSD Grants <HSD.Grants@fultoncountyga.gov>

Cc: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>

Good afternoon Men of Intelligence Association, Inc.

Thank you for your email.

Because your agency does not have any full time employees, you are not required to secure Worker's Compensation coverage. **The Worker's Compensation is waived.**

Please attach this email and submit with your Certificate of Insurance as one document. This will serve as evidence of your request for a waiver has been given.

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:** Men of Intelligence <moiagivesback@gmail.com>

**Sent:** Tuesday, May 21, 2024 3:26 PM

**To:** HSD Grants <HSD.Grants@fultoncountyga.gov>

**Cc:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>

**Subject:** SYEP Worker's Comp Waiver

---

Hello, our organization is receiving funding for Fulton County's SYEP and currently do not have any full-time employees. We would like to request a waiver for worker's compensation. Thank you!



11/17/24, 3:21 PM

--



**Men of Intelligence Association, Inc.**

*Being the change we need to see*

[www.moia98.org](http://www.moia98.org)

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Men of Intelligence Association, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

2386199

EEV/Basic Pilot Program\* User Identification Number

Men of Intelligence Association, Inc.

Name of Contractor (Agency)

Elliott Gothard

BY: Authorized Signature of Officer or Agent of Contractor

Program Director

Title of Authorized Officer or Agent of Contractor of Contractor

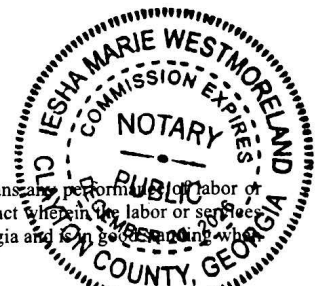
Elliott Gothard

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 28 day of March, 2024.Notary Public: Iesha Marie Westmoreland Iesha Marie WestmorelandCounty: Clayton CountyCommission Expires: 12/20/26

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

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



3/29/24, 8:32 AM

IMG\_2699.jpg

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Men of Excellence Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2470531  
EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Men of Excellence Inc  
Name of Subcontractor (Individual/Agency)

DeAndre C. Holt  
BY: Authorized Signature Officer or Agent of Subcontractor

Founder  
Title of Authorized Officer or Agent of Subcontractor

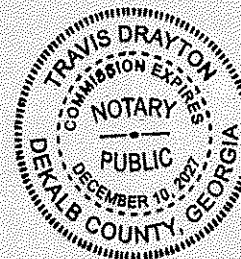
DeAndre' Charles Holt  
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 3 day of March, 2024.

Notary Public: Travis Drayton

County: DeKalb

Commission Expires: 12/10/27



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

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


Certificate Of Completion

Envelope Id: 11B388F196534C8FB7D224534F36BCDD		Status: Completed
Subject: Please DocuSign: 2024 ARPA SYJTP Contract-Men of Intelligence Association, Inc.-BOC Agenda#24-0351		
Parcel ID:		
Employee Name:		
Source Envelope:		
Document Pages: 23	Signatures: 6	Envelope Originator:
Certificate Pages: 7	Initials: 0	Carlos S. Thomas
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
		carlos.thomas@fultoncountyga.gov
		IP Address: 73.106.219.199

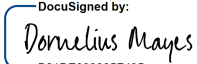
Record Tracking

Status: Original	Holder: Carlos S. Thomas	Location: DocuSign
7/22/2024 12:28:37 PM	carlos.thomas@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
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moiagivesback@gmail.com		Viewed: 7/22/2024 1:08:56 PM
Programs Manager		Signed: 7/22/2024 1:15:10 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 50.184.2.194	

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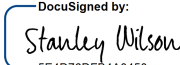
Dornelius Mayes	<div>DocuSigned by:  B21DE093335F495...</div>	Sent: 7/22/2024 1:15:13 PM
moiagivesback@gmail.com		Viewed: 7/22/2024 1:16:19 PM
Programs Manager		Signed: 7/22/2024 1:18:25 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 50.184.2.194	

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Mark Hawks2	<div>Completed</div>	Sent: 7/22/2024 1:18:27 PM
mark.hawks@fultoncountyga.gov		Resent: 7/24/2024 1:31:49 PM
Chief Assistant Purchasing Agent		Viewed: 7/24/2024 2:11:58 PM
Purchasing and Contract Compliance	Using IP Address: 45.20.200.178	Signed: 7/24/2024 2:12:02 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Stanley Wilson	<div>DocuSigned by:  5E4D76DFB4A0450...</div>	Sent: 7/24/2024 2:12:05 PM
Stanley.Wilson@fultoncountyga.gov		Viewed: 7/24/2024 3:03:06 PM
Director		Signed: 7/24/2024 3:03:15 PM
Stanley Wilson	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 76.209.103.30	

Signer Events	Signature	Timestamp
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lauren Hansford  
lauren.hansford@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

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Viewed: 7/24/2024 4:30:13 PM  
Signed: 7/24/2024 4:32:36 PM

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ID: 29a56569-2602-4635-afd4-d64387abf456

David Lowman  
David.Lowman@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*David Lowman*  
0EC92EDADEFB4B8...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 73.43.218.125

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Viewed: 7/24/2024 5:26:43 PM  
Signed: 7/24/2024 5:28:19 PM

**Electronic Record and Signature Disclosure:**  
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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

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Viewed: 7/25/2024 10:00:08 AM  
Signed: 7/25/2024 10:00:44 AM

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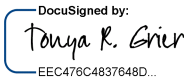
Robert L. Pitts  
michael.oconnor@fultoncountyga.gov  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Robert L. Pitts*  
BA715B1A26544E7...  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 68.208.197.4

Sent: 7/25/2024 10:00:47 AM  
Viewed: 7/25/2024 10:20:44 AM  
Signed: 7/25/2024 10:20:50 AM

**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:  
*Tonya R. Grier*  
EEC476C4837648D...  
  
  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 99.96.24.191

Sent: 7/25/2024 10:20:53 AM  
Viewed: 7/25/2024 12:38:28 PM  
Signed: 7/25/2024 12:38:37 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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 45.20.200.178	Sent: 7/25/2024 12:38:41 PM Viewed: 7/25/2024 1:07:41 PM Signed: 7/25/2024 1:08:26 PM

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/22/2024 12:34:53 PM
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Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/22/2024 12:34:54 PM Resent: 7/25/2024 1:08:35 PM
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Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/22/2024 12:34:55 PM
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Dian DeV Vaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/25/2024 1:08:31 PM Viewed: 7/25/2024 2:55:21 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/22/2024 12:34:54 PM
Certified Delivered	Security Checked	7/25/2024 1:07:41 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	7/25/2024 1:08:26 PM
Completed	Security Checked	7/25/2024 1:08:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **CONSUMER DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

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

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

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



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

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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

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

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

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

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

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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

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

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

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

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

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Atlanta Business League Foundation**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Atlanta Business League Foundation** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, One relationship. Endless opportunities. That is what attracts business owners to The Atlanta Business League (ABL). By collaborating exclusively with The Atlanta Business League, businesses grow and expand into new markets while remaining competitive in increasingly complex and evolving marketplaces. Our mission is to foster and inspire innovation for business owners and professionals through programs, services, and resources that help them to

become more productive and successful. ABL is a leader in professional, business, and workforce development. We enrich communities and create positive change. The Problem Black and Hispanic youth are often disproportionately affected by unemployment. By 2025, 65 percent of jobs in the US will require some postsecondary education, training, or credential up from 28 percent of jobs in the 1970s. These heightened expectations will require young people to gain work experience and develop skills today to enable them to compete in the workforce. The demand for summer employment remains higher than the number of available job opportunities, moreover, the summer employment rate for teens has fallen to 34 percent, a near-record low and a 20-percentage point drop since 1995. Despite the creation of more summer roles, only approximately 38 percent of teens and young adults looking for summer jobs can find positions. This threatens to limit not only the options available for young people and their families; it also may impede economic growth as it leaves young people without what for many is the first skills training opportunity they have. That could mean unfilled jobs remain vacant over time because employers cannot find skilled workers to fill them. Our Response The ABL believes that youth job training programs are an on-ramp to employment and career success that can completely change a young person's life. Moreover, they help young people develop the skills they need to achieve their goals and build a better future as well as the opportunity to make valuable career connections that open doors for them down the line. In early 2018, with the arrival of summer, ABL's Board of Directors and various community leaders saw the handwriting on the wall and were looking for ways to engage youth in supportive business activities. A summer youth employment program became a popular strategy for the Atlanta Business League. Our focus was to help ensure that youth gained valuable workforce experience and a safe, productive way to spend their time. With the business community providing immediate funding to bring programming to scale, the Student Business Shadow Program (SBSP) was launched and provided teens with access to quality summer work experiences that put them on a path to greater economic mobility. Over the past six years, The Atlanta Business League has successfully dedicated itself to enhancing skill-based and career-specific job opportunities through summer jobs programs for over 100 students and youth. This commitment, combined with other local support, has created jobs for teens and collegiates from up to six metro counties with the majority of them residing in Fulton County. Tackling the teen unemployment crisis and creating pathways to success for young adults continues to be a priority for the Atlanta Business League. SBSP helps to address challenges for high school and college students by providing them with a chance to discover interests, build skills, and explore careers. These experiences serve as the foundation for educational and professional success. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has

shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

#### **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to

the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government

funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures;



and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of

termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON LAST PAGE)

Schedule I

**Name of Subrecipient:** Atlanta Business League Foundation

**Subrecipient’s Unique Entity ID (SAM) Number:**

**Notice Address:**

931 Martin Luther King Jr Drive NW

Atlanta, Georgia 30314

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 11

**Service Delivery Site:**

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 Youth Served by the program (facility) location
Atlanta Business League	931 Martin Luther King Jr Drive NW	Atlanta	Georgia	30314	6	1,2,3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Atlanta Business League Foundation shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

The Atlanta Business League Student Business Shadow Program (SBSP) is a dynamic initiative designed to provide high school students (10<sup>th</sup> – 12<sup>th</sup> grade) with immersive learning experiences within the business world. Going beyond traditional internships, this program combines practical exposure to various industries with a focus on fostering entrepreneurial skills, promoting social responsibility, and addressing unmet needs in the community. Our program serves several important purposes, offering valuable learning experiences and practical insights for students.

Key purposes include:

**Real-world Exposure/Industry Insights:** SBSP provides students with a firsthand look into the business world, allowing them to observe and understand the day-to-day operations of a company. Students are exposed to professional work environments, enabling them to understand workplace dynamics, communication, and organizational culture.

**Skill Development/Practical Skills:** SBSP helps students apply theoretical knowledge gained in the classroom to real-world situations, enhancing their practical skills. Students learn about professional behavior, etiquette, and effective communication within a business setting.

**Career Exploration/Clarifying Career Goals:** SBSP helps students explore various career paths within a specific industry, allowing them to make more informed decisions about their futures.

**Networking Opportunities:** Students experience networking with professionals, potentially opening doors for future internships or job opportunities.

**Critical Thinking and Problem-Solving/Problem Identification:** Students encounter real business challenges and learn to identify problems, analyze situations critically, and propose solutions. They gain experience in making decisions and understanding the consequences of those decisions within a business context. Students build confidence in their abilities and adaptability to different professional environments.

**Resume Building/Professional Mentoring:** The experience gained from the Student Business Shadow Program is a valuable addition to a student's resume, making them more attractive to potential employers. Students have the opportunity to be mentored by professionals in various industries, providing valuable guidance and insights.

**Financial Literacy/Compensation/Economic Impact:** The Atlanta Business League Student Business Shadow Program empowers students with the knowledge and skills necessary to make informed and responsible financial decisions leading to improved financial well-being.

SBSP introduces students to the concept of earning money through work and helps them develop financial literacy from a young age. They learn about budgeting, saving, and responsible spending, laying the foundation for a lifetime of

financial responsibility. SBSP teaches students the value of hard work and the importance of fulfilling responsibilities. It instills a sense of accountability and work ethic, skills that are crucial for future success in both academic and professional endeavors. They learn about punctuality, teamwork, communication, and problem-solving, all of which are essential skills for personal and professional growth. SBSP focuses on working in a team or customer-facing role which helps students develop social skills, including effective communication, empathy, and conflict resolution. These skills are transferable to various aspects of their lives, contributing to their overall personal development. Balancing work responsibilities helps students develop strong time management skills. They learn how to allocate time efficiently between work, socializing, and personal interests which is a valuable skill that will benefit them throughout their lives. SBSP empowers students to contribute to their own financial needs, reducing their dependence on parents or guardians for discretionary spending. This sense of financial independence can be empowering and instill a sense of pride. Successfully completing tasks and earning a stipend fosters a sense of accomplishment and boosts confidence for SBSP participants. This positive reinforcement encourages students to set and achieve goals, reinforcing the idea that hard work leads to tangible rewards. Exceptional performance during the shadowing/job experience is often rewarded with additional incentives. We believe in recognizing and encouraging hard work and enthusiasm.

Students develop budgeting skills, allowing them to manage their stipends, expenses, and savings effectively. Our program introduces knowledge about credit scores and responsible credit usage. We also help students understand the importance of having financial reserves to cope with unexpected expenses. The financial literacy of students who participate in the Student Business Shadow Program has wide-ranging economic benefits, creating a more financially savvy and responsible population that contributes to individual prosperity, economic growth, and societal well-being. The positive effects are not only felt by students but also have ripple effects throughout the broader economy. Better-informed students are less likely to rely on public assistance programs, contributing to a more efficient allocation of public resources and reducing the burden on social services. The financial literacy education components of SBSP often extend to families, leading to improved financial decision-making at the household level and positively impacting family economic well-being.

**Entrepreneurial Exploration:** The SBSP integrates an entrepreneurial component aimed at enhancing the learning experience by fostering creativity, innovation, and a deeper understanding of business ownership and entrepreneurial endeavors. We provide opportunities for students to shadow entrepreneurs and startup founders who offer insights into the challenges and rewards of launching and running a business. We help students understand how to navigate the financial aspects of starting and managing a business, including budgeting, funding, and financial planning. We conduct workshops to encourage students to brainstorm and develop their business ideas. We facilitate discussions with them about business concepts, challenges, and strategic planning as well as problem-solving, negotiation, and adaptability. We provide students with the opportunity to apply entrepreneurial principles to real-world scenarios. We guide students in creating business plans that cover aspects of their proposed ventures.

The goals behind the plan for the ABL Student Business Shadow Program aim to enrich students' educational experiences, prepare them for successful careers, and foster connections within the professional world. The program serves as a bridge between academic learning and practical application, contributing to the holistic development of participating students.

## **CITIZEN NEEDS/UNDERSERVED STUDENT & COMMUNITIES/WHO WE SERVE**

According to the American Community Survey, about 17% of all children under 18 in the U.S. are in families below the poverty line, meaning over 10 million children live in low-income families below the federal poverty level and are

considered at-risk. At-risk youth have several factors working against them from a young age that can disrupt their life progression. In Georgia, at-risk children may face disparities in education, including lower graduation rates and limited access to quality educational resources. Factors such as socioeconomic status and location can contribute to these disparities. The ABL SBSP helps at-risk youth improve their social skills, behavior, academic achievement, self-esteem, and self-efficacy. SBSP brings together individuals with different backgrounds, experiences, and perspectives. Exposure to diverse role models and mentors helps students see various pathways to success and encourages them to consider different career options. We create an inclusive and supportive learning environment where students feel represented and valued. We foster a sense of belonging and help students from underrepresented communities overcome barriers they might face in traditional business settings. SBSP generates innovative ideas and creative solutions due to the range of perspectives and approaches and inspires students to think creatively and adapt to different challenges. By interacting with professionals from diverse backgrounds SBSP enhances cultural competence among students. Encountering diversity early in their professional development helps students recognize and challenge unconscious biases they may hold. Breaking down stereotypes and preconceived notions contributes to a more equitable and fair business environment.

SBSP addresses several community needs, contributing to the development and well-being of both students and the broader community. Our communities require a skilled and prepared workforce to support local businesses and drive economic growth. By connecting students with businesses through shadowing experiences, SBSP supports the development of a talent pool that meets the needs of local industries. The SBSP helps students develop practical skills, and enhances their employability, contributing to overall workforce readiness in the community.

There is a need for educational experiences that go beyond traditional classroom learning to better prepare students for the real-world challenges of the workforce. SBSP provides experiential learning opportunities, bridging the gap between academic knowledge and practical application, enriching students' educational experiences. Students often face challenges in exploring diverse career paths and making informed decisions about their future. The SBSP helps students explore various career options, make informed decisions, and receive guidance from professionals in various fields.

Building strong connections and engagement within the community is crucial for overall well-being and vibrancy. The SBSP fosters collaboration between educational institutions and local businesses, creating a network that benefits both students and the broader community.

Communities benefit from a culture of entrepreneurship and innovation to drive economic growth and sustainability because the SBSP encourages entrepreneurial thinking among students, fostering a mindset that contributes to innovation and the growth of new businesses in the community. A positive community image attracts businesses, residents, and investments. SBSP enhances the community's reputation by demonstrating its commitment to education, workforce development, and collaboration with local businesses.

SBSP serves as a valuable initiative that aligns our educational systems as well as the needs and aspirations of the local community. SBSP plays a crucial role in addressing the needs of underserved populations, providing them with opportunities for educational and economic empowerment.

Some students may lack access to professional networks and role models in their communities. SBSP connects students with professionals, mentors, and industry contacts, expanding their networks and providing exposure to diverse career paths. Underserved students may lack guidance and mentorship to navigate educational and career pathways. By pairing students with mentors from the business community, SBSP offers guidance, advice, and support, helping underserved individuals make informed decisions about their futures.



Students may encounter stereotypes and biases that affect their educational and professional opportunities. By providing firsthand experiences in professional settings, the SBSP challenges stereotypes and biases, empowering students to overcome societal expectations. Entrepreneurial opportunities may be limited for some students. SBSP fosters entrepreneurial thinking, encouraging students to consider starting their own businesses and contributing to economic development in their communities. Some students may experience lower levels of confidence and self-efficacy. Successful participation in the SBSP can boost confidence by demonstrating that students from at-risk backgrounds have the skills and capabilities to succeed in the business world.

Limited access to internships and job opportunities may hinder career advancement for some students. SBSP serves as a bridge, connecting students with future internship and job opportunities, and increasing their chances of entering the workforce. Some students may lack access to financial education and opportunities for economic empowerment. By incorporating financial literacy components, SBSP empowers students to make informed financial decisions, promoting economic independence. Educational disparities may exist, limiting the educational attainment of some students. SBSP contributes to educational equity by providing practical experiences that complement classroom learning, ensuring a more level playing field for all students.

Students may feel disconnected from economic opportunities and development. By engaging with local businesses, the SBSP contributes to community empowerment and economic development, fostering a sense of belonging and pride.

In collaboration with the City of Atlanta and Fulton County High Schools, the following educational institutions are poised to partner with us and have expressed strong interest in SBSP. They include *South Atlanta, North Atlanta, Maynard Jackson, Carver, Benjamin E. Mays, Booker T. Washington, Frederick Douglas, Banneker, Creekside, Therrell, Lanston Hughes, Tri-Cities, Westlake, and Centennial*. Peer Counselors: *Spelman College, Morehouse College, Clark College, Morris Brown College*.

SBSP selection criteria are designed to ensure a diverse and inclusive group of students in grades 10<sup>th</sup> -12<sup>th</sup>, of various races and genders, and income levels, with the potential for meaningful engagement.

The following factors are considered for program participation.

- *Academic Standing.* Minimum GPA or academic achievement. This ensures that participants are academically motivated and capable of handling the demands of the program.
- *Interests and Career Goals.* A statement of interest and clear articulation of career goals as outlined in the application helps to identify students with a genuine interest in the program and a clear understanding of how it aligns with their career aspirations.
- *Participation in leadership roles or extracurricular activities.* We identify students with leadership potential and a commitment to personal and professional development beyond academic achievements.
- *Written and verbal communication skills.* We assess the ability to effectively communicate, which is a crucial skill for interacting with professionals during the shadowing experience.
- *Professionalism and Maturity.* Demonstrated professionalism, maturity, and a strong work ethic are all important in determining candidates for the program. This ensures that participants can represent themselves and the program well in a professional setting.
- *Motivation and Initiative:* Demonstrated motivation and initiative in seeking out opportunities is a key focus area. We identify students who are proactive and willing to take initiative in making the most of the shadowing experience.

- *Submission of letters of recommendation.* This information provides additional insights into the student's character, work ethic, and potential for success in the program.
- *Consideration of diverse backgrounds, including race, gender, socioeconomic status, and other demographics.* We seek to promote a diverse and inclusive participant group, enriching the learning experience for all and ensuring equal access to opportunities.

### Selecting Businesses for SBSP

Factors that we consider include evidence of the business's commitment to supporting educational initiatives and engaging with students. This ensures that businesses actively participate in the learning process and provide valuable insights to students. We strongly consider a history of providing mentorship or internship opportunities to students. This often indicates a willingness to engage with students and contributes to their learning and development. We consider businesses with a reputation for professionalism, ethical business practices, and a positive workplace culture. This ensures that students are exposed to ethical and professional standards during their shadowing/job experience. We also consider alignment with the interests and career goals of students. This ensures that the businesses chosen offer experiences relevant to the student's academic and professional aspirations.

We strongly consider the representation of various industries and sectors. This provides students with exposure to a diverse range of businesses, broadening their understanding of different career paths. A variety in the size and organizational structure of participating businesses (e.g., small startups, medium-sized enterprises, large corporations) is also a consideration. This allows students to experience different work environments and organizational cultures. Other factors include geographic accessibility and proximity to educational institutions or the ability to provide accessible public transportation for students. This facilitates easy participation for students, minimizing logistical challenges. Another consideration is a business's commitment to diversity and inclusion. This ensures that students experience inclusive work environments that reflect diverse perspectives. We seek businesses that provide opportunities for students to engage in hands-on projects or tasks during the shadowing experience. This enhances the educational value of the program by allowing students to apply their skills in a practical setting. We carefully vet businesses from the ABL membership as well as the community at large. After meeting our criteria and undergoing interviews, a shortlist and waiting list of businesses are selected using similar processes to the recruitment of students.

### Parent Involvement

We believe that parental involvement can provide additional perspectives and support for students. We conduct orientation sessions specifically for parents to provide information about the program, its objectives, and what students can expect. We address any concerns or questions parents may have and emphasize the value of their support. We organize informational sessions where parents can learn about the industries and businesses their children will be shadowing and working with. We provide insights into the potential career paths and skills development opportunities offered by the program. We request parental consent for student participation in SBSP. We invite parents to volunteer as chaperones for program-related events.

Our parental support network provides an online community for parents to connect, share experiences, and offer mutual support. This network serves as a platform for discussing common concerns and celebrating achievements. We encourage parent-student reflection after the program to discuss the impact of SBSP, insights gained, and plans for future career exploration.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

The ABL Student Business Shadow Program is an 8-week summer youth job training program and provides an all-inclusive approach to youth development, incorporating foundational skills, industry exposure, practical training, and real-world experiences to enhance participants' employability and foster personal growth.

**Week 1: Foundations of Success**

- Orientation and program introduction.
- Icebreaking activities and team-building exercises.
- Soft skills development: communication, teamwork, time management.
- Needs assessment to identify individual strengths and career interests.

**Weeks 2-8: Industry Immersion**

- Guest lectures and workshops from professionals in various industries.
- Field trips to local businesses and workplaces.
- Industry-specific training sessions based on local job market demands.

*Practical Skills Enhancement*

- Resume building and cover letter writing workshops.
- Mock interviews and personalized feedback sessions.
- Specialized skill development sessions based on career interests (e.g., digital literacy, customer service, technical skills).

*Internship Placement and Integration*

- Collaboration with local businesses to secure job internship opportunities.
- Match participants with job internships aligned with their skills and interests.
- Ongoing mentorship, supervision, and support during the job internship period.
- Culminating/graduation event to showcase achievements and celebrate program completion.

*Monitoring and Evaluation*

- Weekly check-ins to address concerns and track participant progress.
- Pre- and post-program assessments measure changes in knowledge and skills.
- Surveys for participants, employers, and community stakeholders to gather feedback.

*Community Engagement*

- Regular updates and highlights shared through social media platforms.
- Involvement of local businesses, government officials, and community leaders in SBSP events.
- Showcase SBSP events to demonstrate participants' skills and achievements.

*Sustainability Plan*

- Feedback sessions with SBSP participants and stakeholders for continuous improvement.
- Seek funding opportunities, sponsorships, and partnerships for future iterations.
- Consider expanding SBSP to serve a broader audience or collaborating with neighboring communities.

SBSP Schedule and Stipends:

Program Duration: June 3-July 26<sup>th</sup> 2024

Monday: Training and Workshops (up to 8 hours)\*\*

Tuesday-Thursday: Work Experiences – Job Shadowing (up to 24 hours)\*

Friday -Field Trips (up to 8 hours)\*\*

\*SBSP High School Stipend \$15 per hour

\*\*SBSP College Counselor Stipend \$20 per hour

\*\*\*MARTA Passes for HS students to worksites Tu-Th

+See attached program highlights/additional activities

**Population to be served, and geographic location:**

The Atlanta Business League's Student Business Shadow Program will seek to serve Zones 1-6 in Fulton County to include the following cities:

Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City.

Key target areas will include:

- Atlanta
- East Point
- College Park
- Fairburn
- Hapeville
- South Fulton
- Union City

**ARPA Summer Youth Job Training Funding Priorities:**

Training/Job Development/Employment in strategic industries which leads to self-sufficiency.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities.

**ARPA Summer Youth Job Training Program Budget:**

Cost Category	Designation of ARPA SYJTP Funding Request
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:**

- **Funding Sources**
- **Priority: Fulton County Service Area**
- **Budget Components**

Funding for SBSP is primarily sourced through a combination of support from corporate sponsorships, philanthropic foundations as well as State and Federal agencies. Additionally, we engage in fundraising efforts, including events to supplement our budget and ensure the sustainability of SBSP. Through strategic partnerships and collaborations, we leverage in-kind contributions and support from businesses and community organizations to maximize the impact of SBSP. With these diverse funding sources, we can provide students with valuable opportunities for hands-on learning, mentorship, and career exploration in the business world.

Underserved students in Fulton County, GA face unique challenges and barriers to accessing meaningful career opportunities and professional development experiences. Many students lack exposure to the world of business and entrepreneurship, limiting their ability to envision and pursue diverse career pathways. SBSP addresses this need by providing underserved students in Fulton County with hands-on exposure to the business world, mentorship from industry professionals, and opportunities to develop essential skills for future success.

Servicing Fulton County with the Student Business Shadow Program is of paramount importance to the Atlanta Business League due to the unique opportunities and challenges presented by this diverse and dynamic region. As one of the most populous and economically significant counties in the state, Fulton County serves as a hub of innovation, entrepreneurship, and business activity. However, despite its economic prosperity, there remains a pressing need to

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 **Atlanta Business League**

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

DocuSigned byName of Signatory: Leona Barr-Davenport  
*Leona Davenport*  
534800F9AD504FA...  
President & CEO  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Terrisita Terry**  
*Terrisita Terry*  
853A39857E8E426...  
Terrisita Terry  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/17/2024

**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).**

<b>PRODUCER</b> JLM Risk Management Group 1201 Peachtree St. NE Building 400, Suite 300 Atlanta GA 30361	<b>CONTACT NAME:</b> Joseph Moore <b>PHONE (A/C, No, Ext):</b> (404) 874-2929 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> ACE Property And Casualty Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b> Philadelphia Insurance Company</td> <td>18058</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> ACE Property And Casualty Insurance Company		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b> Philadelphia Insurance Company	18058	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Philadelphia Insurance Company	18058														
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Atlanta Business League/Founda 931 Martin Luther King Dr NW Atlanta GA 30314															

**COVERAGES**
**CERTIFICATE NUMBER:** CL2432800005

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			0017577255	06/17/2024	06/17/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	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 \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			0017577255	06/17/2024	06/17/2025	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) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			0017577255	06/17/2024	06/17/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			PHSD1840964	01/11/2024	01/11/2025	Each Claim Limit \$1,000,000
							Aggregate Limit \$1,000,000
							Retention \$5,000

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

Included - ABUSE AND MOLESTATION \$1,000,000

 Property - Building: \$646,824  
 BPP: \$70,000  
 Deductible: \$1,000

**CERTIFICATE HOLDER**
**CANCELLATION**

Fulton County Government 141 PRYOR ST SW Atlanta GA 30303	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms & Instructions

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Atlanta Business League Foundation on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

2403477

EEV/Basic Pilot Program\* User Identification Number

Atlanta Business League Foundation

Name of Contractor (Agency)

Leona Barr-Davenport

BY: Authorized Signature of Officer or Agent of Contractor

President & CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Leona Barr-Davenport

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 29<sup>th</sup> day of May, 2024.

Notary Public: Katrina Carthon

County: Clayton

Commission Expires: 10/18/2025

Katrina Carthon

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

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





## STATE OF GEORGIA

## COUNTY OF FULTON

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Atlanta Business League Foundation on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

**2403477**

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Atlanta Business League Foundation

Name of Subcontractor (Individual/Agency)

**Leona Barr Davenport**

BY: Authorized Signature Officer or Agent of Subcontractor

**President & CEO**

Title of Authorized Officer or Agent of Subcontractor

**Leona Barr Davenport**

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 29 day of May, 2024.Notary Public: Katrina CarthonCounty: ClaytonCommission Expires: 10/18/2025Katrina Carthon

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

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Positive Transition Services, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Positive Transition Services, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Positive Transition Services has been making a difference in the community since 2014 by providing vital housing and supportive services to the most vulnerable members of society. The organization offers emergency, transitional, and permanent shelter to people experiencing homelessness, with 24 residences located across Fulton and Dekalb Counties. With a total capacity of 96 individuals, Positive Transition Services is committed to providing a safe and

secure home to those in need. In addition to providing housing, Positive Transition Services collaborates with over 18 local service providers to offer tailored support to residents. The organization's goal is to guide individuals toward recovery, stability, and self-sufficiency, addressing a wide range of challenges, including addiction, dependency, disabilities, HIV/AIDS, and financial instability. Positive Transition Services is proud to serve a diverse group of residents, including Veterans, LGBTQ+ individuals, transgender individuals, and those who have been incarcerated. By offering a safe and welcoming environment, Positive Transition Services helps individuals to rebuild their lives and regain their independence. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** ("Eligible Use"); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to

obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the

salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that

the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or



otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

### **To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

### **Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any

other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Positive Transition Services, Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** PYMHLQL2CS43

**Notice Address:**

3645 Marketplace Blvd St. 130546

Atlanta, Georgia 30344

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 5

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Greenbriar Services Center	3480 Green Briar Parkway	Atlanta	GA	30331	6	4,5,6
Hogue House - Old Fourth Ward	75 Hogue Street NE	Atlanta	GA	30312	5	3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Positive Transition Services, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Positive Transition Services' Summer Youth Job Training program, the Empowering Homeless Youth Initiative, is a new initiative that will provide comprehensive support and training opportunities to homeless and at-risk youth (ages 18-24) in Fulton County. Our program aims to address the critical need for job training and skill development among vulnerable youth populations, equipping them with the tools and resources necessary to achieve self-sufficiency and stability.

Throughout the summer months (May 1 - August 31), participants in the Empowering Homeless Youth Initiative will engage in weekly 6.5-hour training sessions designed to provide them with comprehensive skills and knowledge for future employment opportunities. These sessions will encompass a diverse array of topics aimed at equipping participants with job-ready skills and competencies. Hands-on workshops will be conducted in trades such as plumbing, electrical work, carpentry, and HVAC, led by industry professionals including a master plumber who will provide specialized training and apprenticeship opportunities. Participants will also participate in workshops focusing on digital literacy, banking fundamentals, personal finance management, and basic computer applications, ensuring they possess a well-rounded skill set necessary for success in today's workforce. These training sessions aim to not only build technical skills but also instill confidence and readiness for participants to pursue meaningful employment and career advancement opportunities.

Beyond job training, the program offers wraparound services to address the basic needs of participants, including health and wellness screenings, pre-screening and counseling sessions, case management, housing placement assistance, mental health services, and more. Each participant will undergo a minimum of 104 hours of training and workshops throughout the program duration, with the opportunity to earn a stipend of \$17 per hour upon completion of their training.

Positive Transition Services has established partnerships with local organizations and industry professionals to provide participants with access to valuable resources and job placement opportunities. Through these partnerships, participants will receive guidance and support to obtain necessary documentation for employment and connect with local employers seeking qualified candidates. Ultimately, our program aims to empower homeless youth to gain the skills, confidence, and resources they need to achieve self-sufficiency and stability in their lives.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Participants in the Empowering Homeless Youth Initiative will benefit from a range of activities, services, and job training experiences aimed at developing their personal and professional development. These offerings will include:

**Hands-on Trade Workshops**

Participants will engage in practical, hands-on workshops in trades such as plumbing, electrical work, carpentry, and HVAC. Led by experienced professionals, these workshops will provide participants with valuable skills and knowledge relevant to these industries.

**Master Plumber Training and Apprenticeship Opportunities**

Through a partnership with a master plumber, participants will have the opportunity to receive specialized training and apprenticeship opportunities in plumbing. This partnership will offer participants a pathway to gain valuable experience and potentially pursue a career in the plumbing industry.

**Job Readiness Workshops**

Participants will attend workshops focused on job readiness skills, including resume building, interview preparation, and professional communication. These workshops will equip participants with the necessary tools and knowledge to navigate the job market and secure employment.

**Digital Literacy and Computer Skills Training**

Given the increasing importance of technology in today's workforce, participants will receive training in digital literacy and basic computer skills. This training will include instruction on using common software applications, navigating the internet, and utilizing digital tools for job search and career advancement.

### **Financial Literacy and Banking Workshops**

**Participants will have access to workshops focused on financial literacy and banking fundamentals. These workshops will cover topics such as budgeting, saving, managing debt, and understanding banking services, empowering participants to make informed financial decisions and manage their resources effectively.**

### **Mental Health and Wellness Support**

**Recognizing the importance of holistic well-being, participants will have access to mental health and wellness services. These may include counseling sessions, stress management workshops, and resources for coping with mental health challenges, ensuring that participants receive comprehensive support for their overall health and wellness needs.**

**The Empowering Homeless Youth Initiative will provide program participants with valuable job training and skill development, addressing their diverse needs and empowering them to pursue meaningful employment opportunities and achieve long-term success.**

### **Population to be served, and geographic location:**

Positive Transition Services is dedicated to addressing the increasing wealth gap and displacement rates in Atlanta by providing essential housing and specialized resources to those affected by homelessness. Serving a diverse population, the organization caters to individuals dealing with addiction, mental illness, and various other factors contributing to homelessness, with a particular focus on supporting Atlanta's vulnerable Black population. In 2022, Positive Transition Services assisted over 210 individuals experiencing homelessness, with the majority being African American men aged 21 to 60.

Recent closures of major emergency housing providers, coupled with the economic fallout of the COVID-19 pandemic, have exacerbated homelessness in metro Atlanta. This crisis disproportionately affects youth aged 18 to 24, driven by economic challenges, racial disparities, and involvement with the child welfare and juvenile justice systems. Against the backdrop of Atlanta's staggering income inequality, especially for People of Color, Positive Transition Services recognizes the urgent need to provide shelter and support to marginalized youths.

In response, Positive Transition Services is launching the Empowering Homeless Youth Initiative, targeting 25 youths aged 18 to 24 in Fulton County. Participants will receive services at the organization's Greenbriar Services Center, with housing available at the Hogue House in Old Fourth Ward. The initiative will offer a comprehensive program, including weekly 6.5-hour training sessions covering trades, digital literacy, financial literacy, and mental health support. Through partnerships with local professionals and organizations, participants will gain valuable skills, access job placement services, and receive the support needed to achieve stability and self-sufficiency. Positive Transition Services aims to address the critical need for shelter and supportive services among homeless youths in Fulton County, guiding them toward a brighter future.

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs..., Training/Job Development/Employment in strategic industries which leads to self-sufficiency., Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:****Admin \$1,750**

Includes program management.

**Direct Services \$33,250****Participant Stipends- \$12,376**

7 Participants, 104 Hours x \$17/Hour

**Wrap-Around Services/Contracted Services - \$20,874**

Includes external services provided to participants, including health screenings, medical treatment, therapy, counseling, transportation to job interviews, etc. Services and goods received by clients that are paid by the organization.


**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** **Positive Transition Services, Inc.**


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

DocuSigned byName of Signatory: Bartola Anderson  
  
B71A1984A42145B... Title of Signatory: Director  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: Christopher Brewer  
  
B71A1984A42145B... Title of 2nd Signatory: Administrator  
Second Authorized Signature

(Affix County Seal)




(Affix Corporate Seal, if applicable)



APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

**Please select RM or 2ND RM from the checkbox**

☐ RM

☒ 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Positive Transition Services on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1147519

EEV/Basic Pilot Program\* User Identification Number

Positive Transition Services  
Name of Contractor (Agency)Bartek Anderson

BY: Authorized Signature of Officer or Agent of Contractor

Director

Title of Authorized Officer or Agent of Contractor of Contractor

Bartek Anderson

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of MarchNotary Public: Theresa Deas WilliamsCounty: FultonCommission Expires: March 19, 2027

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,400.00, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly

#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Positive Transition Services on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1147519

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Positive Transition Services  
Name of Subcontractor (Individual/Agency)Bartola Anderson

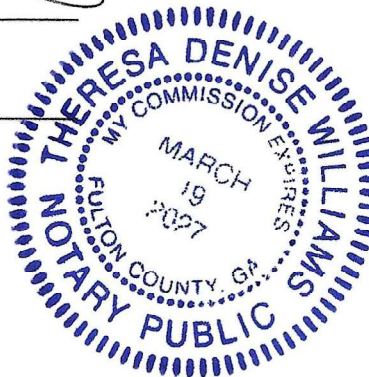
BY: Authorized Signature Officer or Agent of Subcontractor

Director

Title of Authorized Officer or Agent of Subcontractor

Bartola Anderson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 16 day of March, 2024.Notary Public: Theresa Denise WilliamsCounty: FultonCommission Expires: March 19, 2027

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

<sup>4</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2024

**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).**

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Family Home Ins Co <b>INSURER B:</b> Manufacturers' Alliance Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Positive Change Counseling, LLC 729 Piedmont Ave., NE  Atlanta GA 30308-1416	

**COVERAGES****CERTIFICATE NUMBER:** 2023-2024**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		99A5GL0000097-03	07/07/2023	07/07/2024	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: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			99A5GL0000097-03	07/07/2023	07/07/2024	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) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b>			99A2FF0001754-03	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b>						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N	N / A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Abuse and Molestaion			99A5PL0000208-03	07/07/2023	07/07/2024	Limit \$1MIL/\$3MIL Limit \$1MIL/\$3MIL

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 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>Vicki M. Hamby</i></p>
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Christopher Brewer <chris@funditforwardgrants.com>

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## Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services) -Approved

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**Ferrell, Dionne** <Dionne.Ferrell@fultoncountyga.gov>  
To: Christopher Brewer <chris@funditforwardgrants.com>  
Cc: Bartola Anderson <Banderson@ptsga.org>

Mon, Jun 17, 2024 at 11:10 AM

Good morning,

Please see approval below for workers comp waiver. Please attach the entirety of this email to the end of the COI document and upload into Web Grant. Please let me know when this is complete.

---

**From:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Sent:** Monday, June 17, 2024 11:06 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Subject:** RE: Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services) -Approved

Good morning Deedee,

I hope you had a good weekend.

The waiver request from Positive Transition Services for Workmen's Comp is approved based on the details outlined in the email below. As evidence of the waiver approval, the agency will have to attach this email to the COI as one document.

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:

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Sent:** Monday, June 17, 2024 11:03 AM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services)

Good morning,

Please see the request for a waiver from Positive Transition Services.

**From:** Christopher Brewer <[chris@funditforwardgrants.com](mailto:chris@funditforwardgrants.com)>  
**Sent:** Monday, June 17, 2024 10:43 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>; Bartola Anderson <[Banderson@ptsga.org](mailto:Banderson@ptsga.org)>  
**Subject:** Fwd: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative

Good morning Ms. Ferrell!

Below is the text from the insurance waiver request that was uploaded into the Dullestech portal for Positive Transition Services. Please let us know if you require any additional information. Thank you!

*To Whom It May Concern:*

*This letter serves to confirm that Positive Transition Services has less than three employees on staff, meeting the requirements to request a waiver for the Worker's Compensation requirements for the ARPA Summer Youth Job Training Program.*

*If you would like to connect to learn more about our organization, please feel free to contact me by email ([Banderson@ptsga.org](mailto:Banderson@ptsga.org)) or by phone (678.298.6140). We truly appreciate your time and consideration of our request!*

*Sincerely,  
Bartola Anderson  
Executive Director*

**Christopher Brewer**

Founder & Lead Writer, Fund It Forward

Email - Phone: (470) 632-1828

Web: [FundItForwardGrants.com](http://FundItForwardGrants.com)



**FUND IT FORWARD**  
GRANT  
CONSULTING

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

**From:** Bartola Anderson <[Banderson@ptsga.org](mailto:Banderson@ptsga.org)>  
**Date:** Fri, Jun 14, 2024 at 5:16 PM  
**Subject:** Fwd: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative  
**To:** Christopher Brewer <[chris@funditforwardgrants.com](mailto:chris@funditforwardgrants.com)>

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

**From:** [fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net) <[fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net)>  
**Sent:** Friday, June 14, 2024 2:50:22 PM

To: Bartola Anderson <[BAnderson@ptsga.org](mailto:BAnderson@ptsga.org)>

Subject: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative

\*\*\*\* Do Not Respond to This Email \*\*\*\*

Dear Bartola Anderson,

Your Application has been unlocked.

You are requested to log into WebGrants - Fulton County Georgia and edit your application and resubmit it. The application details appear below:

Number: 27561

Name: Empowering Homeless Youth Initiative

You are requested to make the following modifications to your application and resubmit the application by 06/17/2024.

Comments appear below:

**Good afternoon**

**You are missing Workers Compensation on your COI document. If you wish to waive Workers Compensation, please send me an email and in the body of the email please write why you request a waiver, and I will send it over for approval.**

**Thank you**

**You may now log into the WebGrants system at the following location:**

<https://fulton.dullestech.net/>

**Confidentiality Notice:** The information contained in this e-mail message is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copy of this e-mail message and attachments is strictly prohibited. If you have received this message in error, please delete it in its entirety.



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Positive Transition Services, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Positive Transition Services, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Positive Transition Services has been making a difference in the community since 2014 by providing vital housing and supportive services to the most vulnerable members of society. The organization offers emergency, transitional, and permanent shelter to people experiencing homelessness, with 24 residences located across Fulton and Dekalb Counties. With a total capacity of 96 individuals, Positive Transition Services is committed to providing a safe and



secure home to those in need. In addition to providing housing, Positive Transition Services collaborates with over 18 local service providers to offer tailored support to residents. The organization's goal is to guide individuals toward recovery, stability, and self-sufficiency, addressing a wide range of challenges, including addiction, dependency, disabilities, HIV/AIDS, and financial instability. Positive Transition Services is proud to serve a diverse group of residents, including Veterans, LGBTQ+ individuals, transgender individuals, and those who have been incarcerated. By offering a safe and welcoming environment, Positive Transition Services helps individuals to rebuild their lives and regain their independence. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** ("Eligible Use"); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to

obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the

salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that

the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or

otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any

other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Positive Transition Services, Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** PYMHLQL2CS43

**Notice Address:**

3645 Marketplace Blvd St. 130546

Atlanta, Georgia 30344

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 5

**Service Delivery Site:**



<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Greenbriar Services Center	3480 Green Briar Parkway	Atlanta	GA	30331	6	4,5,6
Hogue House - Old Fourth Ward	75 Hogue Street NE	Atlanta	GA	30312	5	3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Positive Transition Services, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Positive Transition Services' Summer Youth Job Training program, the Empowering Homeless Youth Initiative, is a new initiative that will provide comprehensive support and training opportunities to homeless and at-risk youth (ages 18-24) in Fulton County. Our program aims to address the critical need for job training and skill development among vulnerable youth populations, equipping them with the tools and resources necessary to achieve self-sufficiency and stability.

Throughout the summer months (May 1 - August 31), participants in the Empowering Homeless Youth Initiative will engage in weekly 6.5-hour training sessions designed to provide them with comprehensive skills and knowledge for future employment opportunities. These sessions will encompass a diverse array of topics aimed at equipping participants with job-ready skills and competencies. Hands-on workshops will be conducted in trades such as plumbing, electrical work, carpentry, and HVAC, led by industry professionals including a master plumber who will provide specialized training and apprenticeship opportunities. Participants will also participate in workshops focusing on digital literacy, banking fundamentals, personal finance management, and basic computer applications, ensuring they possess a well-rounded skill set necessary for success in today's workforce. These training sessions aim to not only build technical skills but also instill confidence and readiness for participants to pursue meaningful employment and career advancement opportunities.

Beyond job training, the program offers wraparound services to address the basic needs of participants, including health and wellness screenings, pre-screening and counseling sessions, case management, housing placement assistance, mental health services, and more. Each participant will undergo a minimum of 104 hours of training and workshops throughout the program duration, with the opportunity to earn a stipend of \$17 per hour upon completion of their training.

Positive Transition Services has established partnerships with local organizations and industry professionals to provide participants with access to valuable resources and job placement opportunities. Through these partnerships, participants will receive guidance and support to obtain necessary documentation for employment and connect with local employers seeking qualified candidates. Ultimately, our program aims to empower homeless youth to gain the skills, confidence, and resources they need to achieve self-sufficiency and stability in their lives.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Participants in the Empowering Homeless Youth Initiative will benefit from a range of activities, services, and job training experiences aimed at developing their personal and professional development. These offerings will include:

**Hands-on Trade Workshops**

Participants will engage in practical, hands-on workshops in trades such as plumbing, electrical work, carpentry, and HVAC. Led by experienced professionals, these workshops will provide participants with valuable skills and knowledge relevant to these industries.

**Master Plumber Training and Apprenticeship Opportunities**

Through a partnership with a master plumber, participants will have the opportunity to receive specialized training and apprenticeship opportunities in plumbing. This partnership will offer participants a pathway to gain valuable experience and potentially pursue a career in the plumbing industry.

**Job Readiness Workshops**

Participants will attend workshops focused on job readiness skills, including resume building, interview preparation, and professional communication. These workshops will equip participants with the necessary tools and knowledge to navigate the job market and secure employment.

**Digital Literacy and Computer Skills Training**

Given the increasing importance of technology in today's workforce, participants will receive training in digital literacy and basic computer skills. This training will include instruction on using common software applications, navigating the internet, and utilizing digital tools for job search and career advancement.

### **Financial Literacy and Banking Workshops**

**Participants will have access to workshops focused on financial literacy and banking fundamentals. These workshops will cover topics such as budgeting, saving, managing debt, and understanding banking services, empowering participants to make informed financial decisions and manage their resources effectively.**

### **Mental Health and Wellness Support**

**Recognizing the importance of holistic well-being, participants will have access to mental health and wellness services. These may include counseling sessions, stress management workshops, and resources for coping with mental health challenges, ensuring that participants receive comprehensive support for their overall health and wellness needs.**

**The Empowering Homeless Youth Initiative will provide program participants with valuable job training and skill development, addressing their diverse needs and empowering them to pursue meaningful employment opportunities and achieve long-term success.**

### **Population to be served, and geographic location:**

Positive Transition Services is dedicated to addressing the increasing wealth gap and displacement rates in Atlanta by providing essential housing and specialized resources to those affected by homelessness. Serving a diverse population, the organization caters to individuals dealing with addiction, mental illness, and various other factors contributing to homelessness, with a particular focus on supporting Atlanta's vulnerable Black population. In 2022, Positive Transition Services assisted over 210 individuals experiencing homelessness, with the majority being African American men aged 21 to 60.

Recent closures of major emergency housing providers, coupled with the economic fallout of the COVID-19 pandemic, have exacerbated homelessness in metro Atlanta. This crisis disproportionately affects youth aged 18 to 24, driven by economic challenges, racial disparities, and involvement with the child welfare and juvenile justice systems. Against the backdrop of Atlanta's staggering income inequality, especially for People of Color, Positive Transition Services recognizes the urgent need to provide shelter and support to marginalized youths.

In response, Positive Transition Services is launching the Empowering Homeless Youth Initiative, targeting 25 youths aged 18 to 24 in Fulton County. Participants will receive services at the organization's Greenbriar Services Center, with housing available at the Hogue House in Old Fourth Ward. The initiative will offer a comprehensive program, including weekly 6.5-hour training sessions covering trades, digital literacy, financial literacy, and mental health support. Through partnerships with local professionals and organizations, participants will gain valuable skills, access job placement services, and receive the support needed to achieve stability and self-sufficiency. Positive Transition Services aims to address the critical need for shelter and supportive services among homeless youths in Fulton County, guiding them toward a brighter future.

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs..., Training/Job Development/Employment in strategic industries which leads to self-sufficiency., Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:****Admin \$1,750**

Includes program management.

**Direct Services \$33,250****Participant Stipends- \$12,376**

7 Participants, 104 Hours x \$17/Hour

**Wrap-Around Services/Contracted Services - \$20,874**

Includes external services provided to participants, including health screenings, medical treatment, therapy, counseling, transportation to job interviews, etc. Services and goods received by clients that are paid by the organization.

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 **Positive Transition Services, Inc.**

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

DocuSigned byName of Signatory: Bartola Anderson  
*Bartola Anderson*  
Title of Signatory: Director  
6D431076240E4EB...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Christopher Brewer**  
*Christopher Brewer*  
Title of 2nd Signatory: **Administrator**  
B71A1984A42145B...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)



APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Positive Transition Services on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1147519

EEV/Basic Pilot Program\* User Identification Number

Positive Transition Services  
Name of Contractor (Agency)Bartek Anderson

BY: Authorized Signature of Officer or Agent of Contractor

Director

Title of Authorized Officer or Agent of Contractor of Contractor

Bartek Anderson

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 16 day of MarchNotary Public: Theresa Deas WilliamsCounty: FultonCommission Expires: March 19, 2027

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,400.00, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly



#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Positive Transition Services on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1147519

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Positive Transition Services  
Name of Subcontractor (Individual/Agency)Bartola Anderson

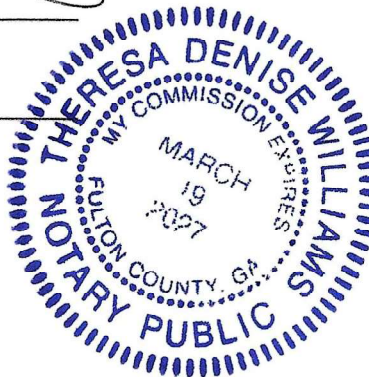
BY: Authorized Signature Officer or Agent of Subcontractor

Director

Title of Authorized Officer or Agent of Subcontractor

Bartola Anderson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 16 day of March, 2024.Notary Public: Theresa Denise WilliamsCounty: FultonCommission Expires: March 19, 2027

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

<sup>4</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2024

**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).**

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Family Home Ins Co <b>INSURER B:</b> Manufacturers' Alliance Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Positive Change Counseling, LLC 729 Piedmont Ave., NE  Atlanta GA 30308-1416	

**COVERAGES****CERTIFICATE NUMBER:** 2023-2024**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		99A5GL0000097-03	07/07/2023	07/07/2024	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: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 5,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			99A5GL0000097-03	07/07/2023	07/07/2024	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) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			99A2FF0001754-03	07/07/2023	07/07/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N	N / A				PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Abuse and Molestaion			99A5PL0000208-03	07/07/2023	07/07/2024	Limit \$1MIL/\$3MIL Limit \$1MIL/\$3MIL

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 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>Vicki M. Hamby</i></p>
--	---

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Christopher Brewer <chris@funditforwardgrants.com>

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## Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services) -Approved

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**Ferrell, Dionne** <Dionne.Ferrell@fultoncountyga.gov>  
To: Christopher Brewer <chris@funditforwardgrants.com>  
Cc: Bartola Anderson <Banderson@ptsga.org>

Mon, Jun 17, 2024 at 11:10 AM

Good morning,

Please see approval below for workers comp waiver. Please attach the entirety of this email to the end of the COI document and upload into Web Grant. Please let me know when this is complete.

---

**From:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Sent:** Monday, June 17, 2024 11:06 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Subject:** RE: Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services) -Approved

Good morning Deedee,

I hope you had a good weekend.

The waiver request from Positive Transition Services for Workmen's Comp is approved based on the details outlined in the email below. As evidence of the waiver approval, the agency will have to attach this email to the COI as one document.

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](#)

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Sent:** Monday, June 17, 2024 11:03 AM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** Waiver Request - Empowering Homeless Youth Initiative (Positive Transition Services)

Good morning,

Please see the request for a waiver from Positive Transition Services.

**From:** Christopher Brewer <[chris@funditforwardgrants.com](mailto:chris@funditforwardgrants.com)>  
**Sent:** Monday, June 17, 2024 10:43 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>; Bartola Anderson <[Banderson@ptsga.org](mailto:Banderson@ptsga.org)>  
**Subject:** Fwd: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative

Good morning Ms. Ferrell!

Below is the text from the insurance waiver request that was uploaded into the Dullestech portal for Positive Transition Services. Please let us know if you require any additional information. Thank you!

*To Whom It May Concern:*

*This letter serves to confirm that Positive Transition Services has less than three employees on staff, meeting the requirements to request a waiver for the Worker's Compensation requirements for the ARPA Summer Youth Job Training Program.*

*If you would like to connect to learn more about our organization, please feel free to contact me by email ([Banderson@ptsga.org](mailto:Banderson@ptsga.org)) or by phone (678.298.6140). We truly appreciate your time and consideration of our request!*

*Sincerely,  
Bartola Anderson  
Executive Director*

**Christopher Brewer**

Founder & Lead Writer, Fund It Forward

Email - Phone: (470) 632-1828

Web: [FundItForwardGrants.com](http://FundItForwardGrants.com)



**FUND IT FORWARD**  
GRANT  
CONSULTING

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

**From:** Bartola Anderson <[Banderson@ptsga.org](mailto:Banderson@ptsga.org)>  
**Date:** Fri, Jun 14, 2024 at 5:16 PM  
**Subject:** Fwd: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative  
**To:** Christopher Brewer <[chris@funditforwardgrants.com](mailto:chris@funditforwardgrants.com)>

Sent from my T-Mobile 5G Device  
Get [Outlook for Android](#)

---

**From:** [fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net) <[fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net)>  
**Sent:** Friday, June 14, 2024 2:50:22 PM

To: Bartola Anderson <[BAnderson@ptsga.org](mailto:BAnderson@ptsga.org)>

Subject: WebGrants - Fulton County Georgia - Application Negotiation - 27561 - Empowering Homeless Youth Initiative

\*\*\*\* Do Not Respond to This Email \*\*\*\*

Dear Bartola Anderson,

Your Application has been unlocked.

You are requested to log into WebGrants - Fulton County Georgia and edit your application and resubmit it. The application details appear below:

Number: 27561

Name: Empowering Homeless Youth Initiative

You are requested to make the following modifications to your application and resubmit the application by 06/17/2024.

Comments appear below:

**Good afternoon**

**You are missing Workers Compensation on your COI document. If you wish to waive Workers Compensation, please send me an email and in the body of the email please write why you request a waiver, and I will send it over for approval.**

**Thank you**

**You may now log into the WebGrants system at the following location:**

<https://fulton.dullestech.net/>

**Confidentiality Notice:** The information contained in this e-mail message is legally privileged and confidential information intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copy of this e-mail message and attachments is strictly prohibited. If you have received this message in error, please delete it in its entirety.



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Men of Excellence Inc**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Men of Excellence Inc** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Men of Excellence Inc. is a beacon of empowerment and support for youth within the Greater Atlanta area, committed to nurturing the holistic development of young individuals through a range of targeted programs. Our agency's foundational purpose is to address and alleviate the educational and social challenges faced by our youth, particularly those from underserved communities. We offer a robust Youth of Excellence program that encompasses

academic tutoring, workforce readiness, life skills training, financial literacy, and leadership development opportunities. This comprehensive approach ensures not only the academic success of our participants but also their growth as confident, capable, and socially responsible individuals. In response to the ARPA Summer Youth Job Training Program RFP, Men of Excellence Inc. seeks to further enrich our offerings by integrating a summer employment component that provides invaluable work experience in customer service and hospitality at renowned venues such as Mercedes Benz Stadium and Truist Park. This initiative is designed to equip our youth with practical job skills, enhance their understanding of the workforce, and foster personal development through real-world experiences. The significance of these occupations lies in their ability to develop key skill sets within youth, including communication, teamwork, problem-solving, and customer relations skills that are universally sought after in the job market and essential for personal success. Complementing this summer work experience, our program includes a job readiness curriculum where students will engage in 8 hours a week of structured learning. This curriculum covers crucial aspects such as career exploration, job shadowing, and guest speaking, thereby broadening our participants' perspectives on potential career paths and enhancing their employability. By offering a blend of practical work experience and comprehensive job readiness education, we aim to create a supportive pathway for youth to transition confidently into the workforce or further education. Our engagement in this summer jobs initiative reflects our broader commitment to the goals outlined in the ARPA grant RFP, particularly in providing opportunities for youth to gain work experience, develop essential life skills, and explore career interests in a supportive environment. By aligning our program's objectives with the strategic priorities and implementation guidelines of the ARPA Summer Youth Job Training Program, Men of Excellence Inc. is poised to make a meaningful impact on the lives of the youth we serve and contribute to the broader goal of fostering a resilient, skilled, and empowered future workforce. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.

2. Award. ARPA funding in the amount of **\$25,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.

3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.

4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender,



race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and

Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to

one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

## **ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation

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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I****Name of Subrecipient:** Men of Excellence Inc**Subrecipient's Unique Entity ID (SAM) Number:** ETAEGR7NNSQ8**Notice Address:**

3832 LAKE HAVEN WAY

Atlanta, Georgia 30349

**Award Amount:** \$25,000.00**Eligible Use Category:** Assistance to Unemployed Workers**Number of Youth to be Served:** 10**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Mercedes Benz Stadium	1 AMB Drive NW	Atlanta	Georgia	30313	4	1,2,3,4,5,6
Innovation Center for Entrepreneurs	504 Fair Street SW	Atlanta	GA	30313	4	1,2,3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Men of Excellence Inc shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Men of Excellence Inc. is poised to enhance and expand its Youth of Excellence Program, aligning with the ambitious goals of the ARPA Summer Youth Job Training Program as outlined by Fulton County. This strategic expansion aims to bridge the gap between academic achievement and workforce readiness for Fulton County's youth, focusing particularly on industries recovering from the COVID-19 pandemic.

#### Program Expansion and Objective

Our summer initiative seeks to broaden the scope of our existing Summer Youth Employment Program. The primary objective is facilitating youth engagement in customer service and hospitality roles at Mercedes Benz Stadium. This strategic placement not only exposes participants to sectors critically impacted by the pandemic but also equips them with transferable skills essential for long-term career success. The roles have been specifically chosen to nurture key competencies in communication, teamwork, and customer engagement — skills that are in high demand across various industries. Our program will operate for 7 weeks beginning June 17, 2024 to Aug 2, 2024.

#### Employment Structure and Job Readiness Curriculum

Participants will be employed at \$15/hour for 15 hours weekly over an 7-week period (105 total hours), receiving hands-on experience in a structured environment. To complement this practical experience, we will implement a robust Job Readiness Curriculum occupying 3 hours each week, covering critical areas such as:

- Career Exploration: Guiding youth through a discovery process of different career paths, illuminating potential future opportunities.
- Guest Speaking: Engaging industry experts to share their knowledge and experiences, offering participants a broader perspective on career opportunities and the skills required for success.

Students are compensated for this time and is part of the Men of Excellence 15 hours per week paid to youth during our summer program.

#### Program Emphasis and Community Impact

Aligned with the ARPA grant's focus, our program emphasizes training and job placement within small businesses and sectors disproportionately affected by the pandemic. By integrating our participants into these areas, we contribute to the economic recovery by reinforcing the workforce. This approach ensures that our youth are not merely participants but active contributors to the revitalization of critical industries within Fulton County.

#### Holistic Development Approach

The Youth of Excellence Program adopts a "whole child approach," recognizing the necessity of holistic development for lasting success. Beyond the direct job training and readiness curriculum, we offer:

- Leadership Development: Through community service and service-learning projects, fostering civic engagement and teamwork.
- Support Services: Including case management, financial literacy, rental assistance, and more, addressing the broader needs of our participants and their families.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Men of Excellence Inc. will continue its steadfast commitment to fostering the holistic development of youth through our Summer Youth Employment Program, specifically tailored to meet the ARPA Summer Youth Job Training Program's objectives. Our program is intricately designed to nurture both the professional and personal growth of our participants, offering a suite of activities, services, and experiences that are both enriching and empowering.

**Program Design and Focus Areas**

The core of our summer initiative focuses on customer service and hospitality work, at the esteemed Mercedes Benz Stadium. This strategic choice in job placement is reflective of our commitment to introduce our youth to industries significantly impacted by the COVID-19 pandemic, aiming for a robust recovery through meaningful employment opportunities. The nature of these roles in customer service and hospitality inherently develops vital skill sets such as effective communication, teamwork, resilience, and adaptability. Engaging our students in these sectors not only aids in the rejuvenation of these critical industries but also instills in our youth a sense of responsibility, work ethic, and the importance of contributing positively to their communities. Students will work summer employment opportunities for 15 hours a week total: 12 hours weekly in direct employment and 3 hours weekly in paid job readiness classes. Activities will occur over a 7-week summer period at Mercedes Benz Stadium at a rate of \$15/hour. Employment will take place Monday through Saturday. Our program will operate for 7 weeks beginning June 17, 2024 to Aug 2, 2024.

**Job Readiness Curriculum**

Complementing the practical work experience, our program includes a comprehensive job readiness curriculum. Students will participate in job readiness training on Tuesdays from 3p to 6p receiving a wage rate of \$15/hour. This 3-hour weekly curriculum is designed to enhance our participants' employability and readiness for the workforce through:

- Career Exploration: Guiding students through the exploration of various career paths, helping them to identify and align their interests and skills with potential job opportunities.
- Guest Speaking Engagements: Engaging industry professionals to share insights, experiences, and advice, broadening our participants' understanding of the workforce and its expectations.
- Soft Skills Development: Emphasizing the importance of soft skills such as communication, problem-solving, and teamwork through interactive sessions and workshops.

**Economic Rebound and Community Impact**

Aligned with the ARPA grant's emphasis on supporting industries and communities adversely affected by the pandemic, our program specifically targets sectors that have faced significant challenges – hospitality, tourism, and events. By integrating our youth into these areas, we not only contribute to the economic recovery by bolstering the workforce in these sectors that were hit severely by COVID, but also ensure our participants are instrumental in the revitalization process. This approach not only aids in immediate recovery efforts but also prepares our youth for long-term success and adaptability in a rapidly changing economic landscape.



## **Holistic Support and Development**

In addition to job training and readiness, Men of Excellence Inc. remains committed to the holistic development of our participants. Our program's structure supports this through:

- **Mentorship and Guidance:** Providing youth with access to mentors and role models who offer guidance, support, and encouragement through our partnership with The Fulton County Rite of Passage Mentorship series.
- **Life Skills Training:** Equipping participants with essential life skills, including financial literacy and self-care practices, ensuring they are prepared for independent living and success beyond the workplace.
- **Academic Enrichment:** Understanding that summer time promotes learning loss, participants will have access to summer tutors before and after job readiness class on Tuesday to further academic progress, along with scheduling 1:1 time throughout the week.

Our Summer Youth Employment Program's activities, services, and experiences are thoughtfully curated to ensure that every participant not only gains valuable work experience but also develops as a well-rounded individual. Through this summer's initiative, Men of Excellence Inc. aims to directly contribute to the economic recovery of industries hit hardest by the pandemic, while fostering a generation of skilled, resilient, and socially responsible youth. Our alignment with the ARPA grant RFP's objectives is a testament to our commitment to empowering the youth of Fulton County, paving the way for a brighter, more inclusive future.

## **Population to be served, and geographic location:**

Men of Excellence Inc., through its Youth of Excellence Program, targets a specific demographic within Fulton County, focusing on youth who reside in communities identified as high-risk due to low educational, economic, and social outcomes. This initiative aligns perfectly with the ARPA Summer Youth Job Training Program's priority for programs and services that cater to "high-risk" areas, emphasizing our commitment to fostering positive change and providing substantial support where it is most needed.

### **Target Population**

The Youth of Excellence Program is dedicated to serving youth between the ages of 16 and 24, who are U.S. citizens or legal immigrants and Georgia residents. Our primary focus is on individuals currently receiving Supplemental Nutrition Assistance Program (SNAP)/Food Stamps, Temporary Assistance for Needy Families (TANF), Medicaid, Supplemental Security Income (SSI), or those with a household income 300% or less of the Federal Poverty Level (FPL). This demographic includes students who are currently enrolled in school, including high school, GED programs, or equivalent post-secondary institutions, and will continue their education in the upcoming academic year. It also encompasses young adults who are custodial parents and those between 18 - 19 years old with a dependent child.

### **Geographic Focus**

Our efforts are concentrated within Fulton County, with a particular emphasis on areas characterized by significant disparities in access to quality education, economic opportunities, and social services. In collaboration with local

educational institutions, community based organizations, faith based entities, and public serving programs, Men of Excellence Inc. aims to identify and recruit participants from these underserved neighborhoods. By situating our programs within the heart of these communities and making concerted efforts to engage with them directly, we ensure that our services are accessible to those who stand to benefit the most.

#### Addressing High-Risk Areas

Men of Excellence Inc. actively engages with schools, community centers, and other local organizations to promote our programming and identify potential participants. Our approach is not only to recruit youth in need of our services but also to create a supportive ecosystem that addresses the broader challenges faced by these communities. This includes offering a comprehensive suite of services, from academic tutoring and workforce readiness to life skills training and leadership development, all designed to empower participants and provide them with the tools necessary for success.

Our strategic focus on high-risk areas within Fulton County, combined with a targeted approach to service delivery, ensures that the Youth of Excellence Program directly addresses the critical needs of our target population, fostering both individual and community-level transformations. Through this initiative, Men of Excellence Inc. reaffirms its commitment to contributing to the economic recovery and social upliftment of Fulton County's most vulnerable youth populations, aligning our objectives with the overarching goals of the ARPA Summer Youth Job Training Program.

#### **ARPA Summer Youth Job Training Funding Priorities:**

In-Demand Career Exploration and re-engagement with educational systems by opportunity youth., Training/Job Development/Employment in strategic industries which leads to self-sufficiency., Wraparound Support to address basic needs during training.

#### **ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities., Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...

#### **ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Direct Services</b>	\$23,750.00
<i>Total</i>	\$25,000.00

## Funding Details:

Men of Excellence Inc. is strategically planning the utilization of the requested \$25,000 ARPA Summer Youth Job Training Program (SYJTP) funding to enhance and expand its Summer Youth Employment Program. This allocation is designed to directly benefit program participants while ensuring effective program management and oversight. Here's a detailed breakdown of how the funds are intended to be allocated across administrative and direct service cost categories:

Administrative Expenses: \$1,250.00 (5% of the total request)

A portion of the funding, specifically \$1,250.00, is earmarked for administrative expenses, which constitute 5% of the total grant request. This allocation will cover a fraction of the salary of our Executive Director, who provide critical executive oversight for the program. Additionally, this segment includes an allocation for outsourced monitoring and program evaluation, ensuring that Men of Excellence effectively steers the program towards achieving its objectives and maintaining its alignment with the ARPA grant's stipulations.

Direct Service Costs: \$23,750.00 (95% of the total request)

The lion's share of the budget, amounting to \$23,750.00 or 95% of the total funding request, is dedicated to direct service costs. This includes:

- Stipend Payments to Youth (\$17,325.00): We plan to support 11 students for seven weeks at 15 hours per week, with a stipend rate of \$15 per hour. The total cost for stipends amounts to \$17,325.00.
- Job Readiness Costs (\$5,325.00): Each student will receive a job readiness workbook and curriculum that includes life skills, occupational lessons, career interest profilers, and assessments. The cost of each workbook is \$349.00 x 11 students (\$3,839.00); \$1,486 is designated for program supplies to be used by students during their weekly job readiness courses, including paper, pencils, and

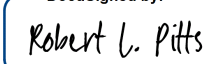
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

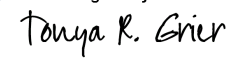
VENDOR NAME **Men Of Excellence**

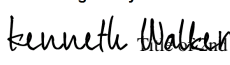
DocuSigned by:  
  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: DeAndre Holt  
  
0B9C30225F99438...  
Founder  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned by: Name of 2nd Signatory: **Kenneth Walker**  
  
CA47D77A33614D1...  
Grants Administrator  
Second Authorized Signature

(Affix County Seal)

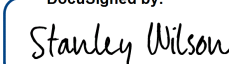


(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned by:  
  
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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2024

**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 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).**

<b>PRODUCER</b> HEYWARD INSURANCE GROUP LLC 8385 DUNWOODY PL BLDG # 3 SANDY SPRINGS, GA 30305	<b>CONTACT NAME:</b> SKIP EGGLESTON <b>PHONE (A/C No. Ext):</b> 513-847-6456 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> SKIPEGGLESTON@HEYWARDGROUPLLC.COM
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> KINSALE Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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"/> <b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
							MED EXP (Any one person) \$ 5000
							PERSONAL & ADV INJURY \$ 1000000
							GENERAL AGGREGATE \$ 3000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 300000
	OTHER: SEXUAL ABUSE						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

The Certificate Holder is named as Additional Insured

## CERTIFICATE HOLDER

FULTON COUNTY GOVERNMENT  
 141 PRYOR ST SW  
 ATLANTA, GA 30303-3408

## CANCELLATION

**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

BRYAN C HEWARD

© 1988-2014 ACORD CORPORATION. All rights reserved.



Kenneth Walker <info@advancedmv.com>

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## Fwd: Insurance Waivers Request (Workmen's Comp and Automobile) - Men of Excellence

1 message

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**DeAndre Holt** <deandre.holt12@yahoo.com>  
To: Kenneth Walker <info@advancedmv.com>

Tue, Jun 18, 2024 at 1:59 PM

Sent from my iPhone

Begin forwarded message:

**From:** "Williams, Cherie" <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Date:** June 4, 2024 at 11:06:50 AM EDT  
**To:** DeAndre Holt <[deandre.holt12@yahoo.com](mailto:deandre.holt12@yahoo.com)>  
**Cc:** "Ferrell, Dionne" <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Subject:** RE: Insurance Waivers Request (Workmen's Comp and Automobile) - Men of Excellence

Good morning Mr. Holt,

I am in receipt of your request to waiver both the Workmen's Comp and Automobile insurance coverages. Based on your email below both waivers are approved. As evidence of the approvals, please include this email along with the Certificate of Insurance as one document.

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](#)

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**From:** DeAndre Holt <[deandre.holt12@yahoo.com](mailto:deandre.holt12@yahoo.com)>  
**Sent:** Tuesday, June 4, 2024 8:19 AM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** Insurance Waivers

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Good morning. We are requesting insurance waivers for worker's compensation based on the fact we only have 1099 employees and we are also requesting a waiver for automobile based on the fact that we will be using public transportation.



Kenneth Walker <info@advancedmv.com>

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## Fwd: Umbrella Insurance waiver request - Men of Excellence - APPROVED

---

**DeAndre Holt** <deandre.holt12@yahoo.com>  
To: Kenneth Walker <info@advancedmv.com>

Tue, Jun 18, 2024 at 1:57 PM

Sent from my iPhone

Begin forwarded message:

**From:** "Williams, Cherie" <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Date:** June 10, 2024 at 10:01:24 AM EDT  
**To:** DeAndre Holt <[deandre.holt12@yahoo.com](mailto:deandre.holt12@yahoo.com)>  
**Subject:** RE: Umbrella Insurance waiver request - Men of Excellence - APPROVED

Good morning Mr. Holt,

Thank you for your email. In review of the quote provided from your insurance company, your waiver request is approved. As evidence of the approval, please include this email and all emails with waiver approvals with the Certificate of Insurance as one document.

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](#)

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**From:** DeAndre Holt <[deandre.holt12@yahoo.com](mailto:deandre.holt12@yahoo.com)>  
**Sent:** Monday, June 10, 2024 9:58 AM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** Insurance waiver

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Good morning. We are requesting a waiver on the umbrella insurance based on our general liability being above the required amount

3/29/24, 8:31 AM

IMG\_2697.jpg

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with (Insert name of prime contractor (Agency)) Men of excellence Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup> 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.

2470531

EEV/Basic Pilot Program\* User Identification Number

Men of excellence Inc  
Name of Contractor (Agency)

Deandre C. Holt  
BY: Authorized Signature of Officer or Agent of Contractor

Founder  
Title of Authorized Officer or Agent of Contractor of Contractor

DeAndre Charles Holt  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 3 day of March, 2024.

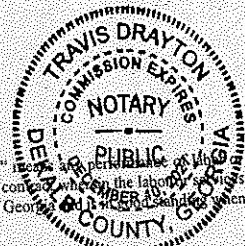
Notary Public: Travis Drayton

County: DeKalb

Commission Expires: 12/10/27

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the performance of services for a public employer (e.g., ITB, RFQ, RFP, etc.) or contract where the laborer's 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 it is not intended that such contract is for service to be rendered by such individual.

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





3/29/24, 8:32 AM

IMG\_2699.jpg

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Men of Excellence Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2470531  
EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Men of Excellence Inc  
Name of Subcontractor (Individual/Agency)

DeAndre C. Holt  
BY: Authorized Signature Officer or Agent of Subcontractor

Founder  
Title of Authorized Officer or Agent of Subcontractor

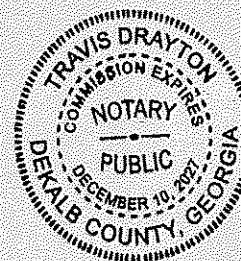
DeAndre' Charles Holt  
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 3 day of March, 2024.

Notary Public: Travis Drayton

County: DeKalb

Commission Expires: 12/10/27



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

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



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

## **American Rescue Plan Act**

### **Subrecipient Contract between Fulton County**

#### **and re:imagine/ATL**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **re:imagine/ATL** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, RE:IMAGINE trains and equips marginalized youth (ages 11-24) with the skills and behaviors needed to work in the film and digital media industries. For young adults, we pair this training with access to professionals in the industry, building a bridge to employment and a career. Since 2014 our mission has been to foster the next generation of representative storytellers. Our programs address the systemic barriers faced by young individuals, particularly

those from Title I schools and underserved communities by providing career exposure, job training, and job placement opportunities. Through our values of authenticity, responsibility, and community, we work towards our vision of creating a safe, inclusive, and equitable workforce in the creative media industry. In addition to running these programs, RE:IMAGINE is also a fully functional non-profit creative agency. Our real-world work in the constantly evolving media field informs our training programs and provides valuable apprenticeship opportunities for our young adult participants. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written

consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based

on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.



By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

### **To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street SW  
Atlanta, Georgia 30303

### **Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** re:imagine/ATL

**Subrecipient's Unique Entity ID (SAM) Number:** 080227654

**Notice Address:**

100 Flat Shoals Ave SE

ATLANTA, Georgia 30316

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 12

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Lang-Carson Recreations Center	100 Flat Shoals Ave SE	Atlanta	GA	30316	4	4,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**re:imagine/ATL shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

RE:IMAGINE trains and prepares historically marginalized and disadvantaged youth with film production learning experiences in preparation for a career in the media arts. We achieve this through two major initiatives: No Comment Film Fellowship (NoCo), which is a pre-apprenticeship, and the EMERGE Apprenticeship.

The No Comment Film Fellowship (NoCo) is a 10-week intensive for high school students who are interested in pursuing a career in filmmaking. The fellowship is aligned and meets the national standards for pre-apprenticeship for Multimedia Producer careers:

- Create (multiple media projects for their portfolio)
- Produce (meaningful content)
- Respond (learn the language of film to analyze content)
- Connect (relate their ideas and works with societal, cultural and historical context)

Film and photography history are taught as a foundation for subsequent learning. NoCo fellows learn about story development, pitching, producing, pre-production, interviewing, production, audio mixing, advanced cinematography, and post-production. Specific learning outcomes include the ability to prepare and pitch a film idea and edit interviews for a documentary and work together as a crew to communicate and produce a short film. Student

achievement is evaluated by measuring the progress and quality of their content. Students' films are reviewed for multiple rounds of edits by instructors and peers.

The program is cohort-based and occurs after school with students from across metro Atlanta. Storytelling principles are used to create documentary and narrative shorts that highlight social issues impacting youth in their communities, inspire transformative change, and increase the representation of BIPOC communities in media. Many of the topics celebrate the student's cultural heritage and integrate creative practices across different disciplines. The students' media content often challenges prejudices and can be used as a vehicle to address prejudices.

After completing the program, fellows showcase their work during a community screening event. Community members, RE:IMAGINE stakeholders, and new fellows entering the program are invited to attend the screening. Many of the alumni in the program work in the film or content creation industry and have earned money with RE:IMAGINE through our network of independent filmmakers. Fellows are encouraged to submit their art to the Atlanta Film Festival and other nationwide festivals, and many RE:IMAGINE alums have been accepted to the most prestigious and competitive film schools in the nation, including the University of Southern California, Florida State University, and Chapman University. Since the fellowship launched in 2016, 105 fellows have completed the program and are attending top film schools and pursuing high-earning careers in the creative industry.

EMERGE, our one-year apprenticeship initiative focused on equipping youth aged 18-24 facing barriers to employment with skills for sustainable careers in creative media. Youth apply to specialize in one of three tracks: post-production, social media management, or podcast, ensuring a focused career path with unique on-the-job paid learning experiences. Our post-production and social media tracks were chosen based on demand in metro-Atlanta, salary (\$25-\$45/hr), stability and growth opportunity. Post-production apprenticeships lead to careers as editors in marketing agencies and post-production companies. Social media apprentices gain employment at larger non-profits, mid-size businesses, and local government. Typically, careers in film/media are thought of as gig-based, however, career in post-production and social media are full-time, sustainable, and cross-sector. In addition, this year, we will be hosting a podcast track in partnership with WABE, one of our employer partners. This track will not only build skills for EMERGE participants, but the completed podcast will be used a free resource for APS teachers. Our EMERGE students will record the journey of at-risk youth and their teachers as they are guided through our social-emotional digital literacy curriculum provided within our in-school programming.

EMERGE is experienced in a cohort model, each with 14 participants, building community and adding structure to programming. Youth who apply for our summer cohorts in April are selected and begin meeting in-person and virtually from mid-May until end of July. Foster youth, youth of color, and youth who are not engaged with college or full-time employment are priority candidates, and we work with youth partners and WorkSource Fulton/Atlanta for youth referrals.

Teaching Artists instruct the cohort through a hybrid model, combining 200 hours of classroom instruction and on-the-job training. Technical skills are assessed through industry-recognized certifications (Adobe Premiere and HubSpot Social Media Management). Monthly in-person continuing education sessions focus on critical skills, career preparation, and building connections to employer partners.

Through on-the-job training, we provide participants with hands-on experience completing a minimum of three projects, enhancing their portfolio with valuable work samples. After participating in a cohort, youth may work with RE:IMAGINE's employment social enterprise, our production company, specializing in creating videos for NGOs and corporations. This paid work serves as a controlled environment, refining participant communication and professional skills before they engage with employer partners.

This program has been funded with United Way's Career Ready in the past which works with local Worksource boards and national apprentice partners. As part of the onboarding and orientation process, we will collaborate with Worksource Fulton and Worksource Atlanta to ensure all of our participants complete WIOA paperwork to see if they qualify. This helps as we work to secure paid internships for apprentices who complete our program. The apprenticeship involves weekly project-based courses, soft skill and technical skill training sessions in specific areas of production. Upon completion of the the program young people can apply for paid apprenticeship positions with RE:IMAGINE's Production company and get paid for client-based work. In the past year, our clients have included CareerRise, Zeist Family Foundation, NBC Universal and Microsoft. RE:IMAGINE is the employer and provides on-the-job training to help ensure youth have the on-set and client-based experience before making referrals to our employer partners.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

**Orientation for Summer Programming: June**

After application review and interviews, accepted apprentices will attend a kick-off session with orientation, WorkSource paperwork, and overview of expectations and network with alumni apprentices, employer partners, and teaching artists involved.

**Podcast Track: June 24th - September 13th**

Our EMERGE apprentices will work with the WABE and RE:IMAGINE teams to develop skills for creating a podcast and record the journey of at-risk youth and their teachers as they are guided through our storytelling and social-emotional curriculum. Our storytelling curriculum is designed to break down the fears & boundaries that prohibit vulnerability & creativity. The end result of the podcast track will be the creation of a podcast series

to be used as a free resource for teachers. EMERGE participants will learn field sound through developing a fundamental understanding of audio interfaces, mixers and microphones, students build basic skills for recording and delivering quality audio in field and location environments.

**Post Production Track:** July 8<sup>th</sup> – September 15<sup>th</sup>

10-week track with hands-on technical training and Adobe certification. Apprentices will demonstrate ability to develop character-driven story arcs from scripts, montage sequences, and a variety of scene rhythms and styles.

**Incubators:** June – August

For EMERGE participants interested in honing their technical skills for production, we offer hands-on training through multi-day incubators intended to upskill students and prepare them for work with our in-house production company and with employer partners. These in-depth incubators are led by industry professionals and local business owners in the field.

**Check-Ins:**

Our Workforce Director holds monthly check-ins with students as they participate in our programs and continues to follow up as they are placed in job opportunities. This is our fourth year of the apprenticeship program. Each year we continue to track the youth participants, and we have recorded an economic impact of over \$266,000 earned by our participants with as they work to build a portfolio through our in-house production company and with employer partners before being placed in full-time positions. This year alone, we anticipate an additional \$120,000 in student earnings as part of our apprenticeship program. We know this model works and would like your help to see it grow.

**No Comment Film Fellowship:** June 10<sup>th</sup> – August 31<sup>st</sup>

NoCo starts at our in-house studio with week-long trainings and tours. Students pitch ideas and begin pre-production. NoCo Students film their narrative shorts (building teamwork skills in smaller crews as they choose and plan their projects). Fellows continue with weekly training sessions in studio and conduct event photography at different sites. NoCo students learn post-production as teaching artists help with sound design and coloring. Our summer cohort wraps with a screening event at employer partner studio.

**Career Preparation Workshops:** June 26<sup>th</sup>, July 24<sup>th</sup>, and August 21<sup>st</sup>

Our students (in both the EMERGE and No Comment programs) participate in career preparation workshops to ensure soft skills are taught in preparation for jobs and internships. During the first half of each workshop, students are paired with industry professionals for a mock interview and review of their portfolio and resume. They receive valuable feedback from the perspective of a potential employer. The second half of the workshop focuses on navigating employment resources. A guest speaker reviews specific financial and leadership topics like tax preparation, budgeting & saving, career building, time management, networking, and more. Through these workshops, we strengthen access to high quality employment and improve coordination with our network

of employer partners. As our partners are better connected to our students and programming, we are able to advocate for employer practice change while building a pipeline of talent to support their needs.

**Open Studio Hours:** All summer

In addition to our mock-sets, we offer open studio hours for our photography and videography studio each month. Students are able to practice honing their skills as they use our equipment and studio space for free under the guidance of one of our mentors.

**Community screening Events:** July 25<sup>th</sup>, August 28th

In addition, to our summer programs, we will have community screening events highlighting local filmmakers and student work.

**Population to be served, and geographic location:**

We primarily work with youth ages 11 - 24 interested in careers in the film and digital media industries. On average, the youth we serve are 47% Female, 38% Male, 17% Nonbinary, 81% Black, 5% White, 5% Latinx, 5% Multiracial, and 4% Asian. Some students are also neurodiverse. We aim to establish a welcoming and inclusive environment that embraces individuals regardless of their backgrounds. We serve students from all 6 districts of Fulton County and are growing out outreach to target South Fulton residents. We are also working to grow our connection with participants from the Latinx community with Spanish-translated curriculum and bilingual teaching artists to remove language barriers.

The youth participating in our No Comment summer programming are from Title I and under resourced high schools. Apprentices in our EMERGE programming are underemployed and are not full-time in college or technical school. Many of our participants have parents who did not graduate from college. We encourage, promote, and support college for youth and also offer our apprenticeship as an alternative education path. Our apprenticeship provides certification, portfolio development, financial education, connection to mentors, and on the job experience without participants incurring college debt which is important because most of our participants are considered low-income and meet qualifications for WIOA (Workforce Innovation Opportunity Act) support.

For those we serve, there is also limited access to education and hands-on training with industry-standard equipment. The financial barriers of accessing equipment and training can be prohibitively expensive and, paired with limited network opportunities to rent or borrow gear, can make finding opportunities or gaining exposure more difficult.

The opportunities we provide address challenges in our community in advancing racial equity. RE:IMAGINE continues to have a large majority (+80%) Black community of participants, with a growing number of Latinx participants as we continue outreach with partners. Another large minority group are youth in the LGBTQ+



community who report feeling safe and accepted in our programs. Youth on the neurodiversity spectrum are also welcomed and special accommodations are made with advanced knowledge. Jobs in post-production are often a good fit for young adults with ADHD or autism and our programming and teachers work with youth with IEPs to help them achieve career success.

### **ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs...,In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.,Training/Job Development/Employment in strategic industries which leads to self-sufficiency.,Wraparound Support to address basic needs during training.

### **ARPA Summer Youth Job Training Performance Measures:**

Number of referrals to WorkSource Fulton / WorkSource Atlanta.,Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with improved access to economic opportunities, programs and resources focused on...

### **ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

### **Funding Details:**

\$26,400 for paid opportunities for our students as part of programming

\$3,110 for food provided to participants during programs

\$3,240 in travel support (Ubers, Lyfts, MARTA, etc.) to ensure that transportation is not a barrier to program participation

\$500 for student supplies such as paper, pens, etc.

\$1,750 administrative costs

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 **re:imagine/ATL**

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

DocuSigned byName of Signatory: Julie Straw  
*Julie Straw* Title of Signatory: Executive Director  
8DD458475B5B41B...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Jessie Sparrow**  
*Jessie Sparrow* Title of 2nd Signatory: **Operations Director**  
745B5BF5A9B849C...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



REIMATL-01

SWHELCHEL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2024

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).

<b>PRODUCER</b> <b>Biltmore Insurance Services, LLC DBA Williams, Turner &amp; Mathis</b> <b>2009 Montreal Rd. Ste. B</b> <b>Tucker, GA 30084</b>	<b>CONTACT NAME:</b> Sandi Whelchel	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> sandi.whelchel@biltmoreins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Central Mutual Insurance Cos.	
<b>INSURED</b> <b>Reimagine ATL, Inc</b> <b>DBA re: imagine/ATL</b> <b>100 Flat Shoals Ave SE</b> <b>Atlanta, GA 30316</b>	<b>NAIC #</b>	
	<b>INSURER B:</b> Sentinel Ins Company Ltd.	
	<b>INSURER C:</b> Kinsale Insurance Co.	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>General Aggregate</b>	X	X	CLP 8669604	7/7/2023	7/7/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Liquor Liab \$ <b>1,000,000</b>
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CLP 8669604	7/7/2023	7/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ H&NOA Phys Dam \$ <b>125,000</b>
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			CXS 8669613	7/7/2023	7/7/2024	EACH OCCURRENCE \$ <b>4,000,000</b> AGGREGATE \$ Commercial Umbr \$ <b>4,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	20WECAD0U01	3/29/2024	3/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	3rd Party			CLP 8669604	7/7/2023	7/7/2024	Third Party \$ <b>1,000,000</b>
C	Prof Liab inc Abuse			0100253223-0	8/7/2023	8/7/2024	Abuse Limit \$100,000 \$ <b>1,000,000</b>

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 STREET**  
**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



LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Biltmore Insurance Services, LLC DBA Williams, Turner &amp; Mathis</b>		NAMED INSURED <b>Reimagine ATL, Inc DBA re: imagine/ATL 100 Flat Shoals Ave SE Atlanta, GA 30316</b>
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Forms attached fe:  
8-2268 GL Plus Endorsement( Gen Liab - Additional Insured & Waiver of Subrogation)  
CG2001 General Liability : Primary & Noncontributory  
WC 00 03 13Workers Comp Blanket Waiver of Subrogation  
Pol 0100253223-0 Prof Liab: Contingent Bodily Injury Sublimit Including Abuse Or Molestation (\$100k/300k)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SMALL BUSINESS GENERAL LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED-OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS  
 ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS  
 ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS  
 ADDITIONAL INSURED-VENDORS - AUTOMATIC STATUS  
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES  
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US  
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS  
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION  
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY  
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION  
 AGGREGATE LIMITS OF INSURANCE AMENDMENT  
 SUPPLEMENTARY PAYMENTS-HIGHER LIMITS  
 REASONABLE FORCE EXPANSION-PROPERTY DAMAGE  
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

**A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:

- a. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

**b. "Bodily injury" or "property damage" occurring after:**

- 1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

- 3.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

- 1.** Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a.** only applies to the extent permitted by law; and
  - b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

- 1.** Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a.** only applies to the extent permitted by law; and
- b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.  
However, the insurance afforded to such additional insured described above:
  - a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. An express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - 1) The exceptions contained in Sub-paragraphs d. or f.; or
    - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Include Directors Or Trustees On Committees As Employees**

SECTION V-DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**F. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8.,



is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

#### **G. Newly Formed Or Acquired Organizations**

**SECTION II-WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

#### **H. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV.2.-DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

##### **e. Notice of Accident/Occurrence**

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

##### **f. Unintentional Errors and Omissions**

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

##### **g. Knowledge of Accident/Occurrence**

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

#### **I. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I-COVERAGE A, exclusion 2.g. is replaced by the following:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
  - a) Less than 60 feet long; and
  - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
  - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that

would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

#### **J. Fire, Sprinkler Leakage Or Explosion**

##### **1. SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- 2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
- 3. Paragraph 4.b. of the Other Insurance is amended as follows:  
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
- 4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:  
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

#### **K. Aggregate Limits Of Insurance**

The General Aggregate Limit under SECTION III-LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **L. Supplementary Payments-Higher Limits**

Under SECTION I-SUPPLEMENTARY PAYMENTS-COVERAGES A AND B: Paragraph **1.b.** is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

#### **M. Reasonable Force Expansion-Property Damage**

Exclusion 2.a. of Coverage A is replaced with the following:

- a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable

force to protect persons or property.

**N. Personal and Advertising Injury Definition**

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

**CONDITIONS**

**A. The following is added to SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:**

When this Small Business General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Small Business General Liability Plus endorsement.

**B. SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:  
LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

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**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GEORGIA - HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A.** Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>Coverage</b>	<b>Additional Premium</b>
Non-Ownership Liability	\$
Hired Auto Liability	\$

**\*(Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

**1. HIRED AUTO LIABILITY** The insurance provided under **Section I - Coverage A** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your business. This coverage does not apply to any "hired auto" while being used:

- a.** As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a "hired auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "hired auto"; or
- b.** By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "hired auto".

However, parts **a.** and **b.** above do not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**2. NON-OWNERSHIP LIABILITY** The insurance provided under **Section I - Coverage A**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person. This coverage does not apply to any "non-owned auto" while being used:

- a.** As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a "hired auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "hired auto"; or
- b.** By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "hired auto".

However, parts **a.** and **b.** above do not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**B.** With respect to the insurance provided by this endorsement:

**1.** The exclusions, under **Section I - Coverage A**, other than exclusions **2.a, b, d, f** and **i** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and the following added:

- a.** "Bodily injury":
  - 1)** To an employee of the insured arising out of and in the course of employment by the insured; or
  - 2)** To the spouse, child, parent, brother or sister of that employee as a consequence of **1)** above.

This exclusion applies:

- 1)** Whether the insured may be liable as an employer or in any other capacity; and
- 2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- 1) Liability assumed by the insured under an "insured contract"; or
  - 2) "Bodily Injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- b. "Property damage" to:
- a. Property owned or being transported by, or rented or loaned to the insured; or
  - b. Property in the care, custody or control of the insured.

**2. Section II - Who is an insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **a.**, **b.**, or **c.** above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or to owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or Change Endorsement.

**C. With respect to the insurance provided by this endorsement the following additional definitions apply:**

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
2. "Hired auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.
3. "Non-owned auto" means any "auto" you do not own, lease, hire or borrow which are used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

**D. Section III - Limits of Insurance** is amended to state:

As respects coverage provided by this endorsement that would not have been provided in the absence of this endorsement, regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages combined resulting from any one "accident" is the Hired or Non-Owned Auto Limit of Liability shown in the Declarations or Change Endorsement. The General Aggregate Limit is not applicable to the insurance provided by this endorsement.

**VIDEO PRODUCTION  
THIRD PARTY PROPERTY DAMAGE COVERAGE FORM  
PROPERTY OF OTHERS – AWAY FROM INSURED’S PREMISES**

**SCHEDULE \***

Limit:

Deductible - \$500 per claim

**\* (Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

**1. Coverage**

We cover “your” legal liability for direct physical loss or damage or loss of use to covered property. Coverage does not include costs, expenses, fees, fines, penalties, or damages resulting from “your” violation of any law or regulation.

**2. Covered Property**

Covered Property includes property of others that is in “your” care, custody, or control.

**3. Property not covered**

Covered Property does not include:

- a.** Aircraft, Automobiles, or Watercraft
- b.** Animals
- c.** Contraband
- d.** Money and Securities
- e.** Property “you” or “your” partners, directors, officers, trustees, employees, including leased employees, own, lease, or rent
- f.** Property in transit

**4. Perils Covered**

“We” cover direct physical loss unless otherwise excluded.

**5. Perils Excluded**

- a.** “We” do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Civil Authority** - "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

2. **Nuclear Hazard** - "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

3. **War And Military Action** - "We" do not pay for loss caused by:

- a) war, including undeclared war or civil war; or
- b) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- b. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

1. **Animals And Fumigation** - "We" do not pay for loss caused by or resulting from:

- a) insects, rodents, and other animals; and
- b) fumigation or spraying for insects, rodents, and other animals.

2. **Contamination Or Deterioration** - "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

3. **Cancellation Of Lease** - "We" do not pay for loss caused by or resulting from cancellation, suspension, or lapse of any lease, contract, or order.

4. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** - "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- a) "you";
- b) others who have an interest in the property;
- c) others to whom "you" entrust the property;



- d) “your” partners, officers, directors, trustees, joint venturers, or “your” members or managers if “you” are a limited liability company; or
- e) the employees or agents of **a), b), c), or d)** above, whether or not they are at work.

This exclusion does not apply to acts of destruction by “your” employees, but “we” do not pay for theft by employees.

- 5. Mechanical Breakdown** - “We” do not pay for loss to covered property resulting from mechanical breakdown or failure.
- 6. Missing Property** - “We” do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
- 7. Pollutants** - “We” do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of “pollutants”:
- 8. Processing, Work, And Packaging** - “We” do not pay for loss caused by processing of or work upon the covered property including packaging or repackaging.
- 9. Spoilage** - “We” do not cover loss to “perishable stock” caused by “spoilage.”
- 10. Temperature/Humidity** - “We” do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.
- 11. Voluntary Parting** - “We” do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- 12. Wear and Tear** - “We” do not pay for loss caused by wear and tear.

## 6. WHAT MUST BE DONE IN CASE OF LOSS

### a. Notice - In case of loss, “you” must:

- 1. give “us” or “our” agent prompt notice including a description of the property involved (“we” may request written notice); and
- 2. give notice to the police when the act that causes the loss is a crime.

### b. You Must Protect Property - “You” must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- 1. **Payment Of Reasonable Costs** - “We” do pay the reasonable costs incurred by “you” for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. “You” must keep an accurate record of such costs. “Our” payment of reasonable costs does not increase the “limit.”
- 2. **We Do Not Pay** - “We” do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

- c. Proof Of Loss** - "You" must send "us," within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
1. the time, place, and circumstances of the loss;
  2. other policies of insurance that may cover the loss;
  3. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  4. changes in title of the covered property during the policy period; and
  5. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- d. Examination** - "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- e. Records** - "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- f. Damaged Property** - If the damaged and undamaged property is in "your" care, custody, and control "you" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- g. Volunteer Payments** - "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- h. Abandonment** - "You" may not abandon the property to "us" without "our" written consent.
- i. Cooperation** - "You" must cooperate with "us" in performing all acts required by this policy.

## 7. VALUATION

- a. Actual Cash Value** - The value of covered property is based on the actual cash value at the time of loss (with a deduction for depreciation).
- b. Pair Or Set** - The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- c. Loss To Parts** - The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

## 8. HOW MUCH WE PAY

- a. Insurable Interest** - "We" do not cover more than "your" insurable interest in any property.
- b. Deductible** - "We" pay only that part of "your" loss over the deductible amount indicated on the Schedule,

Declarations or Change Endorsement in any one occurrence.

"We" may pay all or a portion of the deductible amount to settle a loss or "suit." If "we" do pay all or a portion of the deductible amount, "you" must promptly reimburse "us" for the amount that "we" paid.

**c. Loss Settlement Terms** - Subject to paragraphs **a.**, **b.**, **d.**, and **e.** under How Much We Pay,

**1. We Pay The Lesser Of** - "We" pay the lesser of:

- a)** The amount determined under Valuation;
- b)** the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- c)** the "limit" that applies to the covered property.

**d. Insurance Under More Than One Coverage** - If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

**e. Insurance Under More Than One Policy** -

- 1. Proportional Share** - "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- 2. Excess Amount** - If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit."

## **9. LOSS PAYMENT**

**a. Loss Payment Options** -

**1. Our Options** - In the event of loss covered by this coverage form, "we" have the following options:

- a)** pay the value of the lost or damaged property;
- b)** pay the cost of repairing or replacing the lost or damaged property;
- c)** rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
- d)** take all or any part of the property at the agreed or appraised value.

**2. Notice Of Our Intent To Rebuild, Repair, Or Replace** - "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

**b. Property Of Others** -

**1. Adjustment And Payment Of Loss To Property Of Others** - Losses to property of others may be adjusted with and paid to:

- a)** "you" on behalf of the owner; or

b) the owner.

**2. We Do Not Have To Pay You If We Pay The Owner** - If “we” pay the owner, “we” do not have to pay “you.” “We” may also choose to defend any suits brought by the owners at “our” expense.

## 10. OTHER CONDITIONS

**a. Appraisal** - If “you” and “we” do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser’s identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to “us,” the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us.”

**b. Bankruptcy Of An Insured** - Bankruptcy or insolvency of an insured does not relieve “us” of “our” obligations under this coverage.

**c. Benefit To Others** - Insurance under this coverage will not directly or indirectly benefit anyone having custody of “your” property.

**d. Conformity With Statute** - When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

**e. Estates** - This provision applies only if the insured is an individual.

**1. Your Death** - On “your” death, “we” cover the following as an insured:

a) the person who has custody of the property until a legal representative is qualified and appointed;  
or

b) “your” legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

**2. Policy Period Is Not Extended** - This coverage does not extend past the policy period indicated on the declarations.

**f. Misrepresentation, Concealment, Or Fraud** - This coverage is void as to “you” and any other insured if,

before or after a loss:

1. "you" or any other insured have willfully concealed or misrepresented:
  - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - b) "your" interest herein; or
2. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

**g. Policy Period** - "We" pay for a covered loss that occurs during the policy period.

**h. Recoveries** - If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

1. you must notify "us" promptly if "you" recover property or receive payment;
2. "we" must notify "you" promptly if "we" recover property or receive payment;
3. any recovery expenses incurred by either are reimbursed first; and
4. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
5. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.

**i. Restoration Of Limits** - A loss "we" pay under this coverage does not reduce the applicable "limits."

**j. Subrogation** - If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

**k. Suit Against Us** - No "suit" may be brought against "us" unless:

1. all of the "terms" of this coverage have been complied with; and
2. the amount of the insured's liability has been determined by:
  - a) a final judgment against an insured as a result of a trial; or
  - b) a written agreement by the insured, the claimant, and "us."

No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.

**l. Territorial Limits** - "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

## 11. DEFINITIONS

- a. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.

- b.** The words “we”, “us”, and “our” mean the company providing this coverage.
- c.** “Limit” means the amount of coverage that applies.
- d.** “Perishable stock” means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
- e.** “Pollutant” means:
  - 1)** any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
  - 2)** electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- f.** “Spoilage” means any detrimental change in physical state of “perishable stock.” Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, or solidification of liquid material.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20 WEC AD0U01

**Endorsement Number:**

**Effective Date:** 03/29/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Relmagine ATL, Inc  
100 FLAT SHOALS AVE SE  
ATLANTA GA 30316

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative

#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## 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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)] Relmagine ATL, Inc.** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>4</sup>, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

GBL-1122-16960 EIN: 465278779 User ID: SJE5271 Company ID: 2140602

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Relmagine ATL, Inc.

Name of Subcontractor (Individual/Agency)

Julie Straw  
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director

Title of Authorized Officer or Agent of Subcontractor

Julie Straw

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 13 day of March, 2024.Notary Public: Jessie SparrowCounty: DeKalbCommission Expires: 05/18/2027

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

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



#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [Insert name of prime contractor (Agency)] Relmagine ATL, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

GBL-1122-16960 EIN: 46-5278779 User ID: SJES5271 Company ID: 2140602

EEV/Basic Pilot Program\* User Identification Number

Relmagine ATL, Inc.

Name of Contractor (Agency)

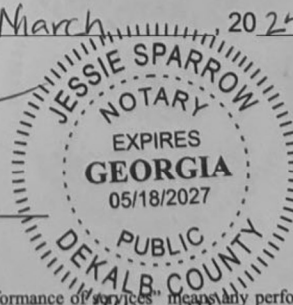
Julie Straw  
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Julie Straw

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 13 day of March, 2024.Notary Public: Jessie SparrowCounty: DeKalbCommission Expires: 05/18/2027

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**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

## **American Rescue Plan Act**

### **Subrecipient Contract between Fulton County**

### **and Community Council of Metropolitan Atlanta, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Community Council of Metropolitan Atlanta, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, "From the schoolhouse to the courthouse, the odds seem to be pervasively stacked against the Black male. Unemployment rates, school drop-out rates, income levels and incarceration rates of Black males, compared with White males are clear indicators of the challenges they face. This is particularly true for young Black males 18-28 years of age. Too many young men in this age bracket are caught in the gap between youth & full manhood, with no

hands-on support to help them succeed in life. The good news is that these odds can be overcome by putting constructive strategies to work." - Norma Joy Barnes, Priority Male Initiative Founder

"Helping young people to live better lives" is the motto of the Community Council of Metropolitan Atlanta, Inc. (CCMA), a 501(c)(3) non-profit organization founded by Norma Joy Barnes on April 17, 2008. The purpose of the CCMA is to provide services and resources to at-risk youth and young Black males, 18-28 years of age to empower them to succeed personally, academically, vocationally and economically. Since 2008, CCMA has sponsored initiatives to provide both our youth and young adult Black males with viable resources in education, health & wellness, job training, and personal growth and development, encompassing life skills, communication skills, and interpersonal skills. In this regard, CCMA sponsors the Priority Male Initiative which includes the (1) Propel Leadership Academy, (2) Propel Youth Academy, (3) Propel Yourself to Success workshops, and (4) the Priority Male Empowerment Network. Although services are tailored for young Black males, other economically marginalized young males may apply for services. Research shows that today's youth face more serious and critical risks than any previous generation. The need for intervention is evidenced by high rates of untimely deaths; youth crimes; high school dropouts; substance abuse; and gang activity that have put too many of our youth at risk. In an effort to mitigate and reduce these unhealthy and tragic outcomes, equipping our youth with educational and vocational resources along with developmental skills is critical to their success in the workforce. CCMA partners with many community nonprofits whose mission aligns with their mission - to empower our youth and young Black males to aspire to their greatest potential personally, economically, and socially. This is a critical component to the success of the program - maintaining consistent and intentional collaboration with other organizations in the development of innovative strategies that will propel our youth to higher possibilities and sustainable careers. Through these support systems, participants are able to engage in interactive activities, job training/internships, open forums, seminars, workshops, classroom instruction, all with a main focus on goal setting, interpersonal skills, interviewing skills, communication skills including both verbal and nonverbal (effects of body language), job search, just to name a few. Hence, our youth and young adults will be able to gain such valuable knowledge and career development, thereby, grooming them for the workforce and their future career endeavors. CCMA programs have been and are free of charge to program participants. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

#### **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this

Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$25,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. **Audited Financial Statements.** If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. **Survival.** This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. **Fulton County Responsibilities.** Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. **Subrecipient Responsibilities.** Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent



possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient

commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street SW  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

## **ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)****Schedule I****Name of Subrecipient:** Community Council of Metropolitan Atlanta, Inc.**Subrecipient's Unique Entity ID (SAM) Number:****Notice Address:**

P.O. Box 92461

Atlanta, Georgia 30314

**Award Amount: \$25,000.00****Eligible Use Category:** Assistance to Unemployed Workers**Number of Youth to be Served:** 12**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Community Council of Metropolitan Atlanta, Inc.	1176 Ralph David Abernathy Blvd., SW, Suite 108	Atlanta	Georgia	30310	6	1,2,3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Community Council of Metropolitan Atlanta, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

The Summer Youth Job Training Academy is designed to help at-risk youth and young adults develop the skills they need to succeed in the workplace and to secure summer employment and/or internships. The primary goal is to provide structured and on-the-job training that is engaging, interactive, and relevant to their specific needs and interests, as well as the expectations of prospective employers.

Job readiness training for at-risk youth and young adults goes beyond just teaching technical skills. It encompasses a wide range of competencies such as communication skills, time management, problem-solving abilities, teamwork, and professionalism. These skills are not only valuable in the workplace but also in everyday life, setting at-risk youth and young adult teens up for success in all aspects of their future endeavors. The Summer Youth Training Academy will encompass a minimum total of one hundred (100) hours of structured and on-the-job training focusing on personal assessment, interpersonal relationships, work ethics, customer service, and career exploration including paid internships and other job readiness skills. Extracurricular activities including job fairs, forums, heritage tours, and other events will be included, but not required. However, bonus points will be given to students who participate.

Program participants will be paid stipends of \$15/hr (min) for a minimum total of one hundred (100) hours during the contract period, May 1, 2024 through August 31, 2024.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

The Summer Youth Job Training Academy will focus on personal assessment, interpersonal skills, work ethics, customer service, career exploration, and other job readiness skills. Five modules, eight (8) hours each, will be included in the structured classroom training program: (1) Orientation and Personal Assessment; (2) Self Development and Interpersonal Relationships; (3) Work Ethics and Customer Service; (4) Vocational Exploration and Career Development; and (5) Interviewing Skills and Resume Preparation. The internships/on-the-job training will be employer guided. A total of one hundred (100) minimum program hours is required and will be met. In addition to the five modules, three (3) hours of CPR Certification will be provided. This certification will enhance their employability in a number of occupational sectors.

The structured classroom training will include interactive workshops, mock scenarios, role-playing exercises, multimedia resources, and hands-on experiences. By simulating workplace situations and providing hands-on activities, participants will develop problem-solving skills, critical thinking abilities, and effective communication strategies. These experiences will not only boost their confidence but also help them understand the practical application of the knowledge they have acquired. Stipends of \$15/hr (minimum) will be paid to each program participant.

A workbook with guidelines and homework assignments, and a separate textbook will be provided to all participants. If needed, graduates will be provided free digital training with a collaborative partner. The digital training will include proficiency in using productivity software, social media platforms, and other digital tools relevant to their field of interest.

In addition to the structured training program, participants will be a part of the internship program, being referred to selected employers for priority hiring, receiving mentorship, coaching, and stipends of \$15/hr minimum to be paid by participating employers.

### **Training Modules:**

#### **1. Orientation & Personal Assessment**

This initial session involves testing, introspection, reflection, and evaluation of participant's strengths, weaknesses, interests, and goals. By engaging in self-assessment exercises, teenagers and the young adults will gain a deeper understanding of themselves, their values, and their aspirations. The ultimate goal is to empower all to take ownership of their learning and personal development.

#### **2. Self-Development & Interpersonal Relationships**

The Self Development session will help participants develop SMART goals, critical thinking skills, effective peer relationships and a successful mindset. Conflict resolution skills will also be incorporated in the session.

#### **3. Work Ethics & Customer Service**

The Work Ethics and Customer Service session will provide participants with a solid foundation in workplace etiquette, professionalism, time management, and related skills that are crucial for success in any job setting. They will learn the importance of a strong work ethic, dependability, responsibility, and delivering exceptional service to customers.

#### **4. Vocational Exploration & Career Development**

This session will provide participants with valuable insights into different industries, career paths, internships, and job roles. This exposure enables them to make informed decisions about their future endeavors and explore vocational opportunities that align with their interests and strengths. By gaining a better understanding of the job market and their own aspirations, participants will be able to set realistic goals and take proactive steps towards achieving them.

#### **5. Interviewing Skills & Resume Preparation**

This session will include job search strategies, interview preparation, mock interviews, resume building, and proactive steps to help participants navigate the job market to secure meaningful employment opportunities. Mock interviews will be recorded for evaluation and constructive feedback.

#### **• CPR Certification**

In addition to the five training modules, three-hour CPR certification training sessions will provide hands-on practice and demonstrations, certification exams and accredited CPR certification to Summer Youth Job Training Academy participants, if desired. Stipends will be paid to students who complete the training.

#### **• BONUS INCENTIVES**

Extracurricular activities including job fairs, forums, heritage tours, and other events will be included, but not required. However, bonus points will be given to students who participate.

**Internships:** Each program participant will be placed with a selected employer, one whose service offerings aligns with the interns career aspiration providing hands-on experience, mentorship, and coaching. Stipends of \$15/hour will be given each program participant; the minimum hours to work is one hundred (100).

• **Follow-Up Mentoring & Coaching**

CCMA asserts that it is crucial to provide ongoing support throughout the summer employment program. Pairing participants with experienced mentors who can offer guidance, feedback, and encouragement will help the teenagers and young adults navigate challenges that they may face. By closely tracking their development and performance with CCMA caseworkers, mentors will be able to identify areas where individuals may need additional guidance or resources. This proactive approach allows for timely intervention for CCMA to address any challenges that may arise, ensuring that graduates receive the necessary support they need to succeed.

• **Evaluation:**

To ensure the effectiveness and impact of the proposed summer employment program for teenagers, CCMA has created a comprehensive evaluation plan. The success of the program will be measured through various key performance indicators and evaluation methods to assess its outcomes and overall effectiveness.

A robust evaluation plan that combines quantitative data collection, qualitative assessment, performance metrics, and long-term impact evaluation, will measure the success of the summer employment program. CCMA's evaluation plan for the Summer Youth Employment Program will include:

**1. Quantitative Data Collection:**

- Tracking the number of teenagers who participate in the program.
- Monitoring the number of hours worked by each participant.
- Recording the completion rate of assigned tasks and projects.
- Assessing the level of satisfaction among both teenagers and employers.

**2. Qualitative Assessment:**

- Conducting surveys and interviews with participants to gather feedback on their experiences and skills gained.
- Obtaining testimonials from teenagers, employers, and program caseworkers to understand the program's impact.
- Analyzing feedback to identify strengths, weaknesses, and areas for improvement.

**3. Performance Metrics:**

- Setting specific goals and objectives for the program, including increased employability and career readiness.
- Measuring the achievement of these goals through pre and post-program assessments.
- Comparing outcomes to predefined benchmarks to determine the program's success.

**4. Long-Term Impact Evaluation:**

- Tracking the progress of participants in terms of employment opportunities, further training, and personal development.
- Conducting follow-up surveys and assessments to measure the lasting impact of the program on participants' lives.

#### • Conclusion

The Summer Youth Job Training Academy is designed to help teenagers develop the skills they need to succeed in the workplace and to secure summer employment or internships by focusing on personal assessment, interpersonal skills, work ethics, customer service and career exploration. These foundational skills will significantly impact a teenager's future prospects and career trajectory. By providing structured life skills and job readiness training, specifically tailored for teenagers, and internships, CCMA will not only empower them to succeed in the workforce but will also nurture their potential to thrive in all aspects of their future lives.

#### **Population to be served, and geographic location:**

The Propel Youth Summer Academy will target at-risk youth and young adults, 16-24 years of age, who reside in underserved and economically distressed communities of Fulton County, Georgia, including zip codes 30291, 30310, 30312, 30314, 30318, 30331 and 30344. Increased recruitment efforts will be made with schools, churches, neighborhood groups, community organizations, recreation centers, and individuals in these zip codes.

CCMA asserts that economic factors, such as limited job opportunities, low wages, and lack of economic development, contribute to the disparities in these underserved areas. By addressing these disparities, we can work towards building a more inclusive and supportive environment for the young people served by CCMA, and their communities.

#### **ARPA Summer Youth Job Training Funding Priorities:**

In-Demand Career Exploration and re-engagement with educational systems by opportunity youth., Training/Job Development/Employment in strategic industries which leads to self-sufficiency.

#### **ARPA Summer Youth Job Training Performance Measures:**

Number of referrals to WorkSource Fulton / WorkSource Atlanta., Number of Youth placed in paid summer job training opportunities., Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...



**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Direct Services</b>	\$23,750.00
<i>Total</i>	\$25,000.00

**Funding Details:**

SYJTP funds will be used solely to cover the Direct and Administrative expenses of the thirteen (13) program participants of the Summer Youth Job Training Academy. Direct Services Funding is allocated to the following areas: Stipends, Books, Handbooks, Graduation Certificates, Backpacks, T-shirts, Writing Pens, Assessments, Vocational Guides, Lunch, Marta Cards, and CPR Training, while Administrative Funding is allocated to the categories: Liability Insurance, Other Administrative Expenses, and the Accountant.

Regarding the Assessments and Vocational Guides, please see below explanations:

1. Assessments - 13 @ \$30.00 = \$390.00: The students will be administered a behavioral assessment tool that measures four key behavioral styles. Using the DISC profile assessment to help better understand student's decision-making processes, mode of working, interaction style, etc., the results can lead to improved collaboration, increased productivity, and better overall performance. The assessment is in paper form and has to be purchased for each student who will retain the evaluation. We have found this assessment tool to be effective in career planning and personal goals. Each assessment will be administered and evaluated by a trained professional, who is being paid out of CCMA's budget because we were advised that the Honorarium would not be covered by the grant.

2. Vocational Guides - 13 @ \$15.00 = \$195.00:

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 **Community Council of Metropolitan Atlanta, Inc.**

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

DocuSigned byName of Signatory: Norma Joy Barnes  
*Norma Barnes*  
Title of Signatory: Founder/CEO  
B9DEAE2EBFF0401...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Norma Joy Barnes**  
**EVAN TOULON**  
Title of 2nd Signatory: **Founder/CEO**  
A33B2B8D7CCC43E...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

STATE OF GEORGIA  
COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Community Council of Metropolitan Atlanta, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup> 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.

1437386  
EEV/Basic Pilot Program\* User Identification Number

Community Council of Metropolitan Atlanta, Inc.  
Name of Contractor (Agency)

[Signature]  
BY: Authorized Signature of Officer or Agent of Contractor

Board Chairman  
Title of Authorized Officer or Agent of Contractor of Contractor

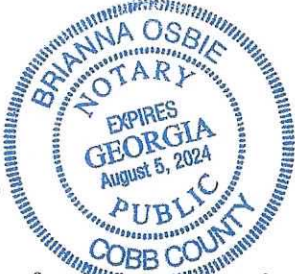
Evan Toulon  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 12<sup>th</sup> day of March, 2024.

Notary Public: [Signature] Brianna Osbie

County: Cobb

Commission Expires: August 5, 2024



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

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



STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** Community Council of Metropolitan Atlanta, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1437386  
EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Community Council of Metropolitan Atlanta, Inc.  
Name of Subcontractor (Individual/Agency)

[Signature]  
BY: Authorized Signature Officer or Agent of Subcontractor

BOARD Chairman  
Title of Authorized Officer or Agent of Subcontractor

Evan Toulon  
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 12<sup>th</sup> day of March, 2024.

Notary Public: [Signature] Brianna Osbie

County: Cobb

Commission Expires: August 5, 2024



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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2024

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).

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Alliance of Nonprofits for Ins.	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2023-2024	<b>REVISION NUMBER:</b>
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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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			2023-61890	08/12/2023	08/12/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 20,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			2023-61890	08/12/2023	08/12/2024	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						Liquor Liability \$ 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	Improper Sexual Conduct			2023-61890	05/10/2024	08/12/2024	E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Limit 1,000,000

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

RE: Bid/Proposal #24RFP022824C-MH: 2024 ARPA Summer Youth Job Training Program 24RFP022824C-MH

Certificate holder is Additional Insured for General Liability per form CG2010 and Improper Sexual Conduct form ANI-RRG-ISCET attached.

<b>CERTIFICATE HOLDER</b>  Fulton County Government 141 Pryor St SW  Atlanta GA 30303-3408	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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## **IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE FORM**

### **PLEASE READ THE ENTIRE FORM CAREFULLY**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company issuing this policy.

The word "insured" means any person or organization qualifying as such under SECTION 4 - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7- DEFINITIONS.

### **SECTION 1 - COVERAGES**

#### **BODILY INJURY ARISING FROM IMPROPER SEXUAL CONDUCT OR PHYSICAL ABUSE**

##### **1. Insuring Agreement.**

- a. We will pay those sums that an insured becomes legally obligated to pay as "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SECTION 3 - OTHER PAYMENTS. SECTION 5 - LIMITS OF INSURANCE includes sums paid for "damages" and OTHER PAYMENTS. The first act of "improper sexual conduct" or "physical abuse" must be committed in the "coverage territory" during the effective dates of this policy's period. We will have the right and duty to defend any "suit" seeking such "damages". But:

- (1) The amount we will pay for "damages" and SECTION 3 - OTHER PAYMENTS is limited as described in SECTION 5 - LIMITS OF INSURANCE;
  - (2) We may, at our discretion, investigate and settle any "claim", "claims" or "suit" seeking such "damages"; and
  - (3) Our right and duty to defend ends when we have exhausted the applicable limits as described in SECTION 5 - LIMITS OF INSURANCE or of items explicitly provided for under SECTION 3 - OTHER PAYMENTS.
- b. Any "claim", "claims" or "suits" for "damages" because of "bodily injury" arising from a single act or a series of continuous or repeated acts of "improper sexual conduct" or "physical abuse" by the same person or two or more persons acting in concert, including "damages" claimed by any person or organization for care, loss of services, or death resulting at any time from "bodily injury" arising from "improper sexual conduct" or "physical abuse", will be considered as having resulted from the same "improper sexual conduct" or "physical abuse", which shall be deemed to have been committed on the date of the first such act. The date of the first such act of "improper sexual conduct" or "physical abuse" must take place during the effective dates of this policy.



## SECTION 2 - EXCLUSIONS

1. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" to:
  - a. An employee of an insured;
  - b. The spouse, parent, brother or sister of an employee of an insured;
  - c. A "resident relative" under the age of 18 of any employee of an insured, where the "improper sexual conduct" or "physical abuse" is committed or alleged to be committed by that employee.

This exclusion shall not apply when the "bodily injury" is sustained while the claimant is also your client and receiving services that you customarily provide and the "bodily injury" results from those services.

2. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" for which an insured is obligated to pay "damages" by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that an insured would have in the absence of the contract or agreement.
3. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which is subject to any obligation of an insured pursuant to a worker's compensation, disability benefits or unemployment compensation law or any similar law.
4. This insurance does not apply for the benefit of any individual insured who intentionally caused the "bodily injury" that is the subject of the "claim", "claims" or "suit" or is convicted of a criminal offense as a result of any "improper sexual conduct" or "physical abuse".
5. This insurance does not provide any coverage for or pay any defense fees or related costs arising from a criminal action or proceeding.
6. This insurance does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" which takes place prior to or after the effective dates of this policy.
7. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the employment status of the claimant.
8. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the volunteer status of the claimant.
9. This insurance does not apply to any "claim", "claims" or "suit" of "sexual harassment" arising out of the business invitee status of the claimant.
10. This insurance does not apply to any "claim", "claims" or "suit" for "bodily injury" arising from "improper sexual conduct" or "physical abuse" resulting from an act, error or omission committed in the performance of professional services, except for an insured's failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" or "physical abuse" following any form of "improper sexual conduct" or "physical abuse" for which an insured could be legally liable.



### **SECTION 3 - OTHER PAYMENTS**

THESE PAYMENTS WILL REDUCE THE LIMITS OF INSURANCE.

We will pay, with respect to any "claim", "claims" or "suit" we defend:

1. All expenses we incur, including but not limited to, reasonable and customary attorney fees, costs and disbursements.
2. The cost of a bond or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to apply for or furnish the bond or bonds.
3. All reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim", "claims" or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against an insured in the "suit" but this does not include any attorney's fees or expert witness fees taxed as costs pursuant to statute.
5. Pre-judgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Up to \$10,000 to reimburse you for wages paid to your employee who is suspended with pay during the investigation or defense of the "improper sexual conduct" or "physical abuse" allegations.

### **SECTION 4 - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. A nonprofit corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your executive officers and directors.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
2. Each of the following is also an insured:
  - a. Your employees, volunteers, interns and students-in-training, but only for acts within the scope of their employment, volunteer work, internship or training with you.
  - b. The legal representative of any insured who has died, but only with respect to the duties of that legal representative as such. That legal representative will have all of the deceased insured's rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership or joint venture over which you maintain ownership or majority ownership or controlling interest, will be deemed to be an insured if there is no other similar insurance available to that organization. However:



- a. Coverage under this provision is afforded only if you notify us before the acquisition of or formation of such organization and agree to pay us an additional premium that we deem appropriate; and
- b. Coverage does not apply to "bodily injury" arising from "improper sexual conduct" or "physical abuse" that was committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured for liability arising out of any "improper sexual conduct" or "physical abuse" that results in a criminal conviction of that person. However, any individual insured who is the subject of a criminal action or proceeding will continue to qualify as an insured under this policy for the civil action alleging "improper sexual conduct" or "physical abuse" until such time as the individual insured is convicted of a criminal offense as a result of "improper sexual conduct" or "physical abuse" or is found to have intentionally caused the "bodily injury" that is the subject of the civil action.

No person is an insured with respect to "bodily injury" resulting from any "improper sexual conduct" or "physical abuse" which arises out of an act, error or omission performed in that person's capacity or responsibility as a foster parent, adoptive parent or biological parent.

## **SECTION 5 - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claim" or "claims" made or "suits" brought; or
  - c. Persons or organizations making a "claim" or "claims" or bringing a "suit."
2. The General Aggregate Limit is the most we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and all "damages" under this policy.
3. Subject to 1 and 2 above, whichever applies, the Each Claim Limit is the maximum we will pay for the sum of all items explicitly provided for under SECTION 3 - OTHER PAYMENTS and "damages" because of all "bodily injury" sustained by any person or persons arising from "improper sexual conduct" or "physical abuse" committed by any one person or two or more persons acting in concert.
4. Subject to 1, 2, and/or 3 above, whichever applies, the limit for Each Claim is the maximum we will pay for "damages" for "bodily injury" sustained in any one "claim" and includes all derivative "claim" or "claims", including but not limited to, loss of society, loss of companionship, loss of services and loss of consortium.
5. The limits of this coverage apply separately to each consecutive annual period, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance and will not increase or reinstate the applicable limits of insurance.



## SECTION 6 - CONDITIONS

### 1. Bankruptcy.

Bankruptcy or insolvency of an insured or of an insured's estate will not relieve us of our obligations under this policy.

### 2. Your Duties.

- a. You must see to it that we are notified as soon as practicable if you become aware of any "improper sexual conduct" or "physical abuse" which may result in a "claim", "claims" or "suit." To the extent possible, notice should include:
  - (1) How, when and where the "improper sexual conduct" or "physical abuse" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any "bodily injury" arising from the "improper sexual conduct" or "physical abuse".
- b. If a "claim" or "suit" is received by any insured you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
  - (2) Notify us as soon as practicable by any means available. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim", "claims" or "suit"; and
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the "claim", "claims" or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "damages" to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for medical first aid, without our prior written consent.

### 3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on the coverage provided by this policy unless all of this policy's terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable



under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, an insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance.

a. **Primary Insurance.** This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. This insurance is excess over:

- (1) Any other applicable insurance, whether primary, excess, contingent or on any other basis, that is written on a claims-made basis; or
- (2) Any other primary insurance available to any insured covering "damages" arising from "improper sexual conduct" or "physical abuse" for which that insured has been added as an additional insured by an endorsement to that other primary insurance.

When this insurance is excess, we will have no duty under this coverage to defend any "claim", "claims" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against that other insurer or insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage.

#### c. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- d. No coverage shall be afforded by this policy if coverage for the "claim", "claims" or "suit" is afforded under any other policy issued by us.

#### 5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to you. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess you.



- c. You must keep records of the information we need for premium computation and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree that:

- a. The statements in the Application for this insurance and the Declarations to this policy are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. You will promptly inform us of any changes in such representations which may occur during this policy's period.

7. Separation of Insureds.

Except with respect to the SECTION 5 - LIMITS OF INSURANCE, and any rights or duties specifically assigned to the Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim", or "claims" is made or a "suit" is brought.

8. Transfer of Rights of Recovery Against Others to Us.

If an insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a "claim", "claims" or "suit" to impair those rights. At our request, the insured will bring legal action or transfer those rights to us and help us enforce them.

9. Your Right to Claim Information.

If requested to do so in writing, we will provide you the following information relating to this and any preceding "improper sexual conduct" or "physical abuse" liability coverage we have issued to you during the previous three years:

- a. A list or other record of each "claim" that has been reported to us. We will include the loss date and a brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on our judgment. The reserved amounts are subject to change and should not be regarded as ultimate settlement values. If we cancel or elect not to renew this policy, upon receipt of written request, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of our receipt of this request.



We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

## **SECTION 7 - DEFINITIONS**

1. "Bodily injury" means physical injury, sickness or disease including emotional distress or mental anguish sustained by a person, "Bodily injury" includes death resulting from "improper sexual conduct" or "physical abuse".
2. "Claim" or "claims" means any demand or "suit" against any insured which seeks "damages" for "bodily injury" arising from "improper sexual conduct" or "physical abuse". It is understood that the "claim", "claims" or "suit" must result from "improper sexual conduct" or "physical abuse" that is committed during the effective dates of this policy.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the "bodily injury" or "physical abuse" does not occur in the course of travel or transportation to or from any place not included in 3.a. above; or
  - c. All parts of the world if:
    - (1) The person or persons responsible for the acts of "improper sexual conduct" or "physical abuse" residence is in the territory described in 3.a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in 3.a. above or in a settlement we agree to.
4. "Damages" means the monetary portion of any judgment or award or a settlement to which we have consented, but does not include:
  - a. Civil or criminal fines, sanctions or penalties;
  - b. Punitive or exemplary damages;
  - c. The multiplied portion of multiplied "damages";
  - d. Any amount uninsurable under the law pursuant to which this coverage shall be construed; or
  - e. Equitable relief, including but not limited to, injunctions, restraining orders or restitution, as well as the costs of complying with equitable relief.
5. "Improper sexual conduct" means actual, attempted, or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, erotic physical contact, sexual injury, the failure to report an incident of "improper sexual conduct" to the proper authorities, the withholding of pertinent information concerning an incident of "improper sexual conduct" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "improper sexual conduct" following any form of "improper sexual conduct" for which an insured could be legally liable.



Each, every and all actual, threatened or alleged act or acts of "improper sexual conduct" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "improper sexual conduct" regardless of:

- a. the number of injured parties;
- b. the period of time over which the act or acts of "improper sexual conduct" take place; or
- c. the number of acts of "improper sexual conduct".

6. "Physical abuse" includes, but is not limited to, any act of actual or threatened assault, including assault with a deadly weapon or force likely to produce bodily harm, battery, unreasonable physical restraint or constraint, the failure to report an incident of "physical abuse" to the proper authorities, the withholding of pertinent information concerning an incident of "physical abuse" from the proper authorities or the failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of "physical abuse" following any form of "physical abuse" for which an insured could be legally liable. Each, every and all actual, threatened or alleged act or acts of "physical abuse" committed by, participated in, directed by, instigated by or knowingly allowed to happen by one person or two or more persons acting in concert shall be considered to be one act of "physical abuse" regardless of:

- a. the number of injured parties;
- b. the period of time over which the act or acts of "physical abuse" take place; or
- c. the number of acts of "physical abuse".

7. "Resident relative" means a person related to any of "your officers, directors, employees, volunteers, interns or students-in-training by blood, marriage, civil union or adoption and who is a member of the household of that officer, director, employee, volunteer, intern or student-in-training. "Resident relative" includes a ward or foster child.

8. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:

- a. is linked implicitly or explicitly with a decision affecting the employment status of the past or present employee, volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured,
- b. interferes with the job performance of an employee, a volunteer or business invitee of the insured, or
- c. creates an intimidating, hostile or offensive working environment for an employee, a volunteer or business invitee of the insured.

9. "Suit" or "suits" means a civil proceeding, including any appeal therefrom, in which "damages" because of "bodily injury" arising from "improper sexual conduct" or "physical abuse" to which this insurance applies are alleged. "Suit" or "suits" includes an arbitration proceeding alleging such "damages" to which you must submit or submit with consent. "Suit" or "suits" does not include any criminal action or proceeding.



POLICY NUMBER: 2023-61890

Named Insured: Community Council of Metropolitan Atlanta, Inc.

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**From:** Williams, Cherie Cherie.Williams@fultoncountyga.gov  
**Subject:** RE: CCMA - Questions for 2024 ARPA Q&A Virtual Session (Certificate of Insurance questions)  
**Date:** May 21, 2024 at 4:02 PM  
**To:** Audrey Graham heartsandhands4042@gmail.com  
**Cc:** Norma Joy Barnes normajoybarnes@gmail.com, HSD Grants HSD.Grants@fultoncountyga.gov, Ferrell, Dionne Dionne.Ferrell@fultoncountyga.gov

Greetings Ms. Graham,

Thank you for following up on your questions regarding the automobile coverage.

Enjoy the rest of your day as well!

Thank you!

**Cherie Williams**

Program Manager

Youth and Community Services Division | Department of Community Development

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

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**From:** Audrey Graham <heartsandhands4042@gmail.com>  
**Sent:** Tuesday, May 21, 2024 4:00 PM  
**To:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>  
**Cc:** Audrey Graham <heartsandhands4042@gmail.com>; Norma Joy Barnes <normajoybarnes@gmail.com>; HSD Grants <HSD.Grants@fultoncountyga.gov>; Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>  
**Subject:** Re: CCMA - Questions for 2024 ARPA Q&A Virtual Session (Certificate of Insurance questions)  
**Importance:** High

Ms. Williams, thanks for returning my call and it was a pleasure speaking with you. As discussed and confirmed, Hired/Non-Owned Auto (HNOA) coverage will satisfy the Automobile coverage requirement for the Certificate of Insurance (COI).

Thanks again and have a nice rest of the day!

On May 21, 2024, at 2:16 PM, Williams, Cherie  
<[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)> wrote:

Good afternoon Ms. Graham,

Below are the responses to the questions regarding the 2024 ARPA  
SYJTP Certificate of Insurance requirements:

- **General Liability Insurance:** Is there a need to purchase an Umbrella policy should our Primary GL policy provide sufficient coverage, coverage that exceeds the limits of insurance as required in the Insurance Provisions? Our current GL Limits are as follows: **GL COVERAGE LIMITS:** GENERAL AGG LIMIT (O/T PRODUCTS & COMPLETED OPS) \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT \$2,000,000



\$2,000,000 PERSONAL AND ADVERTISING INJURY LIMIT \$2,000,000  
PERSONAL AND ADVERTISING INJURY LIMIT \$2,000,000 OCCURRENCE LIMIT  
\$1,000,000 DAMAGE TO PREMISES RENTED TO YOU \$ 500,000 any one premises  
MEDICAL EXPENSE LIMIT \$ 20,000 any one person

*Based on the coverages provided above, specifically the General Agg. Limit of \$2M, the Umbrella policy coverage is waived.*

- **Workers Compensation Insurance:** Currently, we do not carry Workers Compensation as we do not employ three (3) or more individuals. **We have no paid employees.** Are we required to provide Workers Compensation coverage since we are providing stipends to the interns, although not considered employees? If so, are the stipends taxable? How do we handle if this is the case? Hopefully, there is no need to purchase since we have no hired employees of CCMA.

*Workers Compensation insurance is required if the agency has three or more full time employees. If the program has contractors or part-time employees (this would include interns) then Workers Compensation is NOT required. Based on the information provided above, Worker's Compensation coverage is waived.*

- **Umbrella Insurance (for Liability Only):** Referring back to the above items 1. A. B. C. Is the purchase of an Umbrella Policy required based on the above? The requirements include Umbrella coverage with limits of \$1,000,000 for Liability only. Our Primary Liability Policy Limits far exceed the required GL Limits. Do we still need to purchase an Umbrella Policy? I would think not due to our existing increased coverage.

*Based on the information provided above under the General Liability- the Umbrella policy coverage is waived*

**Automobile Insurance:** Currently, we do not insure any vehicles, therefore we do not carry Automobile insurance. Transportation is not provided to any program participants - we issue Marta cards to those needing transportation to and fro. We do have a quote for Hired/Non-Owned and will purchase if this will fulfill the Program requirements.

*More information is needed regarding automobile insurance. The statement above is "we do not insure any vehicles". Does the agency have vehicles that are used for the purpose of program/service delivery? Does staff use their personal vehicles for the purpose of program/service delivery? If the answer two either of these questions automobile insurance is needed.*

*Please respond regarding the automobile insurance questions above in this email as this email will ultimately have to be included with your COI document so that the County Attorney will know which insurance coverages have been waived.*



Thank you!

**Cherie Williams**

Program Manager

Youth and Community Services Division | Department of Community Development  
404-612-5348 (office) | 404-612-1109 (efax)

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**From:** Audrey Graham <[heartsandhands4042@gmail.com](mailto:heartsandhands4042@gmail.com)>

**Sent:** Monday, May 20, 2024 5:33 PM

**To:** Henderson, Atif <[Atif.Henderson@fultoncountyga.gov](mailto:Atif.Henderson@fultoncountyga.gov)>

**Cc:** Audrey Graham <[heartsandhands4042@gmail.com](mailto:heartsandhands4042@gmail.com)>; Norma Joy Barnes <[normajoybarnes@gmail.com](mailto:normajoybarnes@gmail.com)>

**Subject:** Fwd: CCMA - Questions for 2024 ARPA Q&A VirtualSession

**Importance:** High

Please use this corrected version to the last section District Locator. Thanks

Begin forwarded message:

**From:** Audrey Graham <[heartsandhands4042@gmail.com](mailto:heartsandhands4042@gmail.com)>

**Subject: CCMA - Questions for 2024 ARPA Q&A VirtualSession**

**Date:** May 20, 2024 at 4:54:35 PM EDT

**To:** [atif.henderson@fultoncountyga.gov](mailto:atif.henderson@fultoncountyga.gov)

**Cc:** Audrey Graham <[heartsandhands4042@gmail.com](mailto:heartsandhands4042@gmail.com)>, Norma Joy Barnes <[normajoybarnes@gmail.com](mailto:normajoybarnes@gmail.com)>

Please see attached below questions for the 2024 ARPA Virtual Session to be held on tomorrow. Thanks and have a nice evening.



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**

**Subrecipient Contract between Fulton County**

**and Hope for Youth, Inc**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Hope for Youth, Inc** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Hope for Youth, Inc (HYPE) is working to achieve equitable representation of women of color in technology by introducing Science, Technology, Engineering & Mathematics (STEM) concepts to BIPOC girls in middle and high school. Our purpose is to inspire every girl of color to believe she can use her creativity, talent, and gifts to solve real-world problems and make valuable contributions in the world of technology. We introduce tech and leadership

development concepts to students through extracurricular programs designed to sustain their interest in and increase their likelihood of pursuing STEM courses, degrees, and careers. Our programs are designed to eliminate the sociological, educational, and financial barriers that often hinder entry into computing careers for historically marginalized communities, as many of these barriers are cited as early as middle school. We offer free, quality, evidence-based programming to empower young girls in STEM through the following programs: The HYPE Project After-School Program engages girls of color in grades 6-12 in an interactive Computer Science (CS) curriculum with career exposure field trips, presentations, hands-on mentorship, and more. In this 12-week extracurricular tech education & leadership development program, scholars learn how to code, grow with community & are empowered with real, relevant opportunities to influence change in their communities through tech skills. The HYPE Leadership Academy is a second-year program that builds on the HYPE Project in a year-long, 10-session after-school program for girls in grades 10-12. Scholars attend college & career readiness workshops, resume writing and mock interview sessions with corporate tech partners, receive scholarship application and college enrollment support, public speaking experience, professional networking, and paid summer internship opportunities. Internships build on their existing CS knowledge and provide applicable financial management training to give them a competitive advantage for college and future careers. HYPE Summer Coding Camps are affordable and accessible 2-week in-person day camps conducted with partnering organizations and school systems. The camps provide the full HYPE experience through quality and evidence-based STEM programming, interactive activities, and Women in Tech guest speakers. Attendees learn computer science basics, complete group coding projects, and present them to their cohort during a graduation celebration. The HYPE International Experience is our signature cultural immersion program using the train-the-trainer model. During a fully funded 1-week trip abroad, HYPE graduates teach coding workshops to children in developing countries, allowing them to practice HYPE skills while connecting STEM fields to passion, purpose and solving real-world problems. This program was interrupted by the COVID-19 pandemic in 2020 and has since been on hold. We traveled to Nicaragua on the inaugural 2018 trip, Jamaica in 2019, and will be re-introducing the program in 2024 with a trip to Kingston, Jamaica. We are diversifying the talent pool and pipeline for technology careers with competent and trained applicants, thus promoting social justice in STEM industries. HYPE programs set students up to establish generational wealth in fast-paced and high-paying industries while strengthening our vision to achieve equitable representation of women of color in the STEM industry. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has

shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

#### **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating to

the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$25,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government



funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures;

and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

#### **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of

termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Hope for Youth, Inc

**Subrecipient's Unique Entity ID (SAM) Number:** SZWHRGQ3LBE6

**Notice Address:**

691 John Wesley Dobbs Ave NE Suite C

Atlanta, Georgia 30312

**Award Amount:** \$25,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 7

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
HYPE	691 John Wesley Dobbs Ave NE, Suite C	Atlanta	GA	30312	4	1,2,3,4,5,6

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 Youth Served by the program (facility) location
Morehouse School of Medicine	720 Westview Drive, Hugh Gloster 113-F	Atlanta	GA	30310	4	1,2,3,4,5,6
3D Girls, Inc	933 Lee St SW B1	Atlanta	GA	30310	4	1,2,3,4,5,6
LNAL Life, LLC	691 John Wesley Dobbs Ave NE	Atlanta	Ga	30312	4	1,2,3,4,5,6
STEAMsport, Inc	560 Larkin St SW	Atlanta	Ga	30313	4	1,2,3,4,5,6
WellMiss Company	691 John Wesley Dobbs Ave NE	Atlanta	Ga	30312	4	1,2,3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Hope for Youth, Inc shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

HYPE is committed to empowering middle and high school girls of color through comprehensive programming that provides technical instruction, leadership and career skills development, and real-world experience through community connections and summer internship placements. We are dedicated to fostering workforce talent beyond our program offerings, and plan to expand our current summer internship opportunity to reach more youth. Our youth job training

program occurs within our year-long Leadership Academy program for high school girls. In 2024, we will be offering this opportunity to interested youth that have completed a HYPE program in prior years rather than to only the current Leadership Academy cohort to prepare more students for the workforce.

HYPE Leadership Academy students engage in college & career readiness workshops, resume writing and mock interview sessions, and receive experiences to develop essential skills necessary to thrive in college and their careers. After completion, program graduates are eligible for paid summer internship placements with identified community partners, in which students apply their acquired skills in professional settings. HYPE remains connected with the interns throughout their placements to provide engagement through workshops and additional relevant leadership training sessions to ensure they feel supported throughout these valuable experiences. During the 2024 internship period, HYPE will host two in-person workshops focusing on leadership and personal skill development based on relevant topics to best support our students.

Our summer job training program is mutually beneficial to the community, as participating organizations make early connections with trained, motivated, and highly talented high school students who bring value and impact to their placement sites. Our scholars contribute modern ideas and widen the talent pool through early exposure while contributing to the overall profitability, diversity, and inclusion goals through this community partnership. By providing stipends to our interns, HYPE scholars offer capacity-building support to local nonprofits and small businesses that may not have the budgets for additional staff but have outstanding workforce needs. In turn, our scholars receive hands-on job skills training, financial support, applicable financial management training, and the experience for a competitive advantage for college and full-time job acquisition.

In the summer of 2022, 60% of Leadership Academy students secured summer internships or were accepted into continual learning STEM-based opportunities. With increased community partnerships and financial support, 80% of Leadership Academy students received summer internships in 2023. We aim to increase this number to 85% in 2024 for a 69% program-wide acceptance rate. HYPE is investing in the future of the community and tech workforce by providing valuable opportunities for leadership development and tangible experience. Our scholars receive real-world career experience, establish community connections, and get ahead of their peers while receiving financial compensation for their hard work. Support from the ARPA Summer Youth Job Training Program will allow us to increase the number of youth we can support and empower throughout this program.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Through HYPE's Leadership Academy summer internship program, high school participants will receive technical and leadership skill development and training, support with placements and guidance throughout their term, and community engagement opportunities. The support from HYPE during their time as interns will help them be successful at their placements while the entire experience prepares them to succeed in their future careers.

By the time the intern placements begin, students will have attended ten regular program sessions with two workshops hosted by corporate partners throughout the school year. They will have learned topics and skills that can be transferred to any range of tech companies, from small businesses to large corporations, to promote a diverse skill set. Over 77% of



past and currently open internship placement sites have been with small businesses or nonprofits in the Atlanta community. Before their internships, students learn imperative lessons such as the importance of goal setting, workplace etiquette, communication, bold leadership/personal branding, resume writing, choosing the right college/ major, scholarship preparation, staying motivated in college, how to navigate being the only, interview skills, and financial literacy. These lessons set them up for success in their placements, as they can hone the skills they have been learning in real-world settings, allowing them to feel prepared and confident as they begin their internships.

HYPE partners with small businesses in the Atlanta community to facilitate internship placements, connecting them with competent interns who are compensated by HYPE to offset the cost of the added capacity, which especially benefits businesses impacted by the pandemic. Our scholars contribute modern ideas and widen the talent pool through early exposure while contributing to the organization's overall profitability, diversity, and inclusion goals through this community partnership. In turn, our scholars receive hands-on job skills training, financial support, applicable financial management training, and the experience for a competitive advantage for college and full-time job acquisition from a trusted business that aligns with their interests and career goals. HYPE also stays connected with our students while they are at their placements to provide support in helping them adapt to their roles. We gather continuous feedback to ensure that we provide them with assistance and relevant workshop topics based on their experiences.

In addition to gaining relevant experience throughout their internships, students receive community engagement opportunities through their placement sites and support from HYPE leading up to and during their internships. Leadership Academy students network with HYPE's corporate partners through interactive workshops for resume writing and mock interviews. Volunteers from corporate partner organizations work one-on-one with our students to provide resume feedback and conduct mock interviews to help them prepare for their upcoming internship application and interview process. This builds their professional network and allows them to practice their networking skills at a young age, thus preparing them for their future careers.

HYPE's Leadership Academy summer internship program supports our students and the metro Atlanta community. We empower our students with necessary development skills throughout the program to be better prepared for their futures. We are widening the talent pool by producing competent and skilled applicants, thus diversifying the technology pipeline and ultimately benefiting the community.

### **Population to be served, and geographic location:**

The target population for HYPE's summer job training program includes high school girls of color in Fulton County. Our 2023-2024 Leadership Academy cohort will be the primary population served by the Summer Youth Job Training Program funding, and it is also open to those who have completed HYPE programming in years prior.

All internships facilitated by this project will be in Fulton County, but the exact distribution of participants will vary. This program is open to youth who reside in Fulton County; however, the placements have not yet been decided, so we are unable to pinpoint the exact locations or report on the specific demographics. While this is the case, the students who are eligible for this program reflect the population that HYPE serves. 91% of the 2,700 girls we have empowered since 2018 have been Black, Latina, and Native American girls in middle and high school in metro Atlanta. While our summer internship program is open only to high school students, we expect the program demographics to align with our historical

data. This program is targeting high school girls of color from a variety of school districts and neighborhoods in Fulton County who are current or past program participants. With support from the ARPA Summer Youth Job Training Program, HYPE will provide meaningful internship experiences that help our students grow personally and professionally within the community.

**ARPA Summer Youth Job Training Funding Priorities:**

In-Demand Career Exploration and re-engagement with educational systems by opportunity youth., Training/Job Development/Employment in strategic industries which leads to self-sufficiency.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities., Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Direct Services</b>	\$23,750.00
<i>Total</i>	\$25,000.00

**Funding Details:**

Direct Services:

- Internship Stipends: \$18,011. This will support a \$1,500 stipend for twelve students who intern for 100 hours over the program.
- Supplies: \$1,239. Supplemental materials for program activities.
- Meals: \$1,046. Meals for twelve interns at two in-person leadership development workshops and training sessions.
- Transportation/mileage: \$3,454: transportation and travel expenses for participants.

Admin Costs:

- Administrative costs \$1,250. We will allocate this funding to the operations associated with the overall management and coordination of the summer intern program. This includes the administrative staff's time spent monitoring and reporting on the program, as well as the fees for the services such as Jotform that we use to do so.

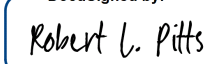
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.


OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA


VENDOR NAME **Hope for Youth, Inc**


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

DocuSigned byName of Signatory: Kristina Newton  
  
Title of Signatory: Founder & Executive Director  
D9E587F230DC4E2...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Emma Wimberley**  
  
Title of Signatory: **Grants & Partnerships Manager**  
A2F8C132D172490...  
Second Authorized Signature

(Affix County Seal)

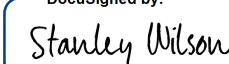


(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

DocuSigned by:  
  
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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms & Instructions

**STATE OF GEORGIA**

**COUNTY OF FULTON**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)] Hope for Youth, Inc** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1521774  
EEV/Basic Pilot Program\* User Identification Number

Hope for Youth, Inc

Name of Contractor (Agency)

Kristina Newton  
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Kristina Newton

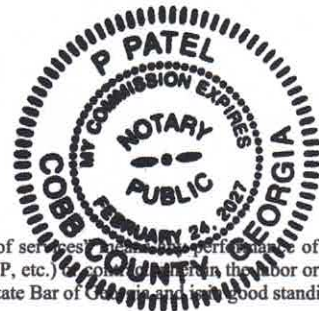
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26<sup>th</sup> day of MARCH, 2024.

Notary Public: D

County: COBB

Commission Expires: 02/24/2027



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means the 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 in which 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 in good standing when such contract is for service to be rendered by such individual.

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

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT****Instructions:**

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

Applicants are required to complete and upload FORM F and FORM G in two (2) places  
FORM F: 2024 Georgia Security and Immigration Contractor Affidavit and Agreement, and as applicable FORM G: 2024 Georgia Security and Immigration Subcontractor Affidavit. Must use templates provided in the RFP. Previous year forms will not be accepted.

**Form F must include name of agency, EEV number, Signature & Notary.**

**If applicable, Form G must include name, EEV number, and Signature of subcontractor.**

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

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

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

**Upload 2** -Via WebGrants under 2024 ARPA SYJTP Eligibility Requirements:

<https://fulton.dullestech.net>

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

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

STATE OF GEORGIA

N/A

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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** Hope for Youth, Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number of Subcontractor

\_\_\_\_\_  
Hope for Youth, Inc

\_\_\_\_\_  
Name of Subcontractor (Individual/Agency)

\_\_\_\_\_  
BY: Authorized Signature Officer or Agent of Subcontractor

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

**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).**

<b>PRODUCER</b> The Williams Insurance Group 235 Ponce de Leon Place Suite M #272 Decatur GA 30030	<b>CONTACT NAME:</b> Amma Williams <b>PHONE (A/C, No. Ext):</b> 404-692-7404 <b>FAX (A/C, No):</b> 404-994-4879 <b>E-MAIL ADDRESS:</b> awilliams@thewilliamsinsgrp.com														
<b>INSURED</b> Hope for Youth, Inc. dba HYPE 691 John Wesley Dobbs Avenue NE Atlanta GA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Western World Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b> Accident Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER E:</b> Travelers</td> <td></td> </tr> <tr> <td><b>INSURER F:</b> United States Liability Insurance Company</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Western World Insurance Company		<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b> Accident Insurance Company		<b>INSURER E:</b> Travelers		<b>INSURER F:</b> United States Liability Insurance Company	
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<b>INSURER E:</b> Travelers															
<b>INSURER F:</b> United States Liability Insurance Company															

**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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			NPP6006222	5/23/2024	5/23/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCV N0017424-02	3/15/2024	3/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
E	<b>CRIME POLICY</b>			107588209	2/22/2024	2/22/2025	LOSS RETENTION BOND	DED. - \$1,000 \$46,500

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

F. PROFESSIONAL LIABILITY/E&amp;O - SP1581576 - \$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

SEXUAL OR PHYSICAL ABUSE - MOLESTATION VICARIOUS LIABILITY - SP1581576 - \$100,000 EACH CLAIM/\$300,000 AGGREGATE

DESCRIPTION OF OPERATIONS - TRADE OR VOCATIONAL SCHOOLS

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor Street SW Atlanta GA 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>          Amma Williams, CPIA, MBA</p>
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## Umbrella Waiver Approved - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program- Approved

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

Wed 6/12/2024 3:57 PM

To: Kristina Newton <kristina@gethype.org>

Cc: Emma Wimberley <emma@gethype.org>; Amma Williams <awilliams@thewilliamsinsgrp.com>

Good afternoon,

Please see below the approval for Umbrella Insurance. Please attach this email in its entirety to the COI document and upload into Web Grant.

---

**From:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>

**Sent:** Wednesday, June 12, 2024 3:32 PM

**To:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

**Subject:** RE: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program- Approved

Good afternoon Deedee,

The Fulton County Risk Management **approves** the wavier request for the Umbrella coverage.

Thank you!

**Cherie Williams**

Program Manager

Youth and Community Services Division | Department of Community Development

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

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

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**From:** Kristina Newton <kristina@gethype.org>

**Sent:** Wednesday, June 12, 2024 10:15 AM

**To:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Emma Wimberley <emma@gethype.org>; Amma Williams

<awilliams@thewilliamsinsgrp.com>

**Subject:** Re: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good Morning Dionne - We are in the process of trying to obtain a COI for Umbrella Coverage to satisfy the grant requirement, and we are running into a hurdle.

One of the programs that HYPE facilitates is an [International Experience](#) where our alumnae scholars get the opportunity to travel abroad and lead a 1-week coding camp overseas. We'll be leading an International Experience this summer to Jamaica, but it has NOTHING to do with the internship programs that Fulton County is providing a grant for.

Here is where the challenge lies - Per the insurance carriers, the cost for umbrella coverage would be approximately \$10,000-\$15,000 in premium for 12 months because of the international travel exposure. In addition, they are hesitant to extend coverage because if there were a claim for ransom or kidnapping that would use all of the umbrella/excess coverage offered which would be \$1,000,000 in coverage.

The insurance company premium cost is completely out of our budget and is to cover themselves in the event of a claim. We do require our International Experience participants to sign a waiver form (attached) that was put together by our legal team, so we have removed the risk of being sued by a participant of our trip/program.

Given that we are having such a difficult time securing umbrella coverage for ourselves, we are requesting that this be waived from the COI that Fulton County Government is asking to be listed on.

Thank you for considering our request, and please let me know if you have any questions or concerns.

Best,  
Kristina Newton

*Kristina Newton*

Founder & Executive Director

☎ 470.210.7856

 [@gethype\\_inc](#)

---

P.S. If you'd like to connect further or stay informed regarding HYPE opportunities, please subscribe to our [Digital Footprint](#) newsletter or [schedule a 1-on-1](#) conversation with me!

*Hope for Youth, Inc. is a 501(c)(3) organization - EIN: 82-2881480. All gifts are tax deductible to the full extent allowed by law*

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Sent:** Wednesday, May 29, 2024 11:45 AM  
**To:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>; Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>; Amma Williams <[awilliams@thewilliamsinsgrp.com](mailto:awilliams@thewilliamsinsgrp.com)>  
**Subject:** FW: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good morning,

Please see below the approved waiver. Please attach the entire email to the COI document and upload into WebGrant as one document.

---

**From:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Sent:** Wednesday, May 29, 2024 11:07 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Subject:** RE: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good morning Deedee,

Thank you for sending Hope for Youth's request for an automobile insurance waiver. Based on the reasons outlined below by Hope for Youth, the request for a waiver is approved.

As evidence of this waiver, please ask Hope for Youth to include this email with the COI as one document.

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](#)

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Sent:** Wednesday, May 29, 2024 10:49 AM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** FW: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good morning,

Please see below request for auto insurance waiver.

---

**From:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>  
**Sent:** Wednesday, May 29, 2024 10:42 AM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>; Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>  
**Cc:** Amma Williams <[awilliams@thewilliamsinsgrp.com](mailto:awilliams@thewilliamsinsgrp.com)>  
**Subject:** Re: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good Morning,

We would like to request a waiver for the auto insurance coverage requirement listed on the Fulton County Department of Community Development grant supporting the ARPA Summer Youth Job Training Program.

The reason for the waiver is that our organization does not have a need for automobile insurance given that:

A. We do not have a company vehicle

B. We do not transport program participants for the student facing programs that we offer  
DocuSign Envelope ID: A8A3B978-6980-475D-A2FA-6FAB2117BEAA

D. Our staff works remotely and there is no requirement to use a vehicle to conduct business

Thank you and I look forward to your response. We can move forward with the other COI requirements requested.

Best,  
Kristina

*Kristina Newton*

Founder & Executive Director

☎ 470.210.7856

 [@gethype\\_inc](#)

 [www.gethype.org](http://www.gethype.org)

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*P.S. If you'd like to connect further or stay informed regarding HYPE opportunities, please subscribe to our [Digital Footprint](#) newsletter or [schedule a 1-on-1](#) conversation with me!*

*Hope for Youth, Inc. is a 501(c)(3) organization - EIN: 82-2881480. All gifts are tax deductible to the full extent allowed by law*

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>

**Sent:** Wednesday, May 29, 2024 10:26 AM

**To:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>; Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>

**Cc:** Amma Williams <[awilliams@thewilliamsinsgrp.com](mailto:awilliams@thewilliamsinsgrp.com)>

**Subject:** RE: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Please write the request within the email and why you are asking for the request to receive approval.

---

**From:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>

**Sent:** Wednesday, May 29, 2024 10:19 AM

**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>; Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>

**Cc:** Amma Williams <[awilliams@thewilliamsinsgrp.com](mailto:awilliams@thewilliamsinsgrp.com)>

**Subject:** Re: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

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Wonderful - thank you very much. Yes, we'd like to request a waiver for the auto insurance coverage requirement.

*Kristina Newton*

Founder & Executive Director

☎ 470.210.7856

 [@gethype\\_inc](#)

 [www.gethype.org](http://www.gethype.org)

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>

**Sent:** Wednesday, May 29, 2024 10:16 AM

**To:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>; Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>

**Subject:** RE: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good morning,

If you do not require auto insurance, you would need to request a waiver to waive auto coverage and a brief statement. I will send it over to Cherie for approval. You may request a waiver within this email.

---

**From:** Kristina Newton <[kristina@gethype.org](mailto:kristina@gethype.org)>

**Sent:** Tuesday, May 28, 2024 4:46 PM

**To:** Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>; Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>

**Subject:** Re: WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

Good Afternoon,

Before we move forward to work with our insurance agent to make the necessary updates, I do have a question about the Auto Insurance.

I'm curious to understand why we'd need to add auto insurance to our policy when we don't have a company car and we don't transport students or staff members to company sponsored/organized events. Is this a requirement for ALL organizations regardless of the type of work that they do?

Thank you,  
Kristina

**Kristina Newton**

Founder & Executive Director

☎ 470.210.7856

 [@gethype\\_inc](#)

 [www.gethype.org](http://www.gethype.org)

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P.S. If you'd like to connect further or stay informed regarding HYPE opportunities, please subscribe to our [Digital Footprint](#) newsletter or [schedule a 1-on-1](#) conversation with me!

Hope for Youth, Inc. is a 501(c)(3) organization - EIN: 82-2881480. All gifts are tax deductible to the full extent allowed by law

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**From:** [fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net) <[fultoncountywebgrants@fulton.dullestech.net](mailto:fultoncountywebgrants@fulton.dullestech.net)>

**Sent:** Tuesday, May 28, 2024 2:41 PM

**To:** Emma Wimberley <[emma@gethype.org](mailto:emma@gethype.org)>

**Subject:** WebGrants - Fulton County Georgia - Application Negotiation - 26997 - Hope for Youth, Inc Leadership Academy Summer Internship Program

\*\*\*\* Do Not Respond to This Email \*\*\*\*

Dear Emma Wimberley,

Your Application has been unlocked.

Number: 26997

Name: Hope for Youth, Inc Leadership Academy Summer Internship Program

You are requested to make the following modifications to your application and resubmit the application by 05/30/2024.

Comments appear below:

**Good afternoon,**

**I am re-opening your scope negotiation for you to correct the following items on your organizations COI document.**

- 1. Missing - Auto Insurance**
- 2. Missing - Umbrella Insurance**
- 3. Worker's Compensation insurance of \$500,000 you currently have \$100,000.**

Please feel free to contact me with any concerns or questions. [Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)

You may now log into the WebGrants system at the following location:

<https://fulton.dullestech.net/>



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Restore Life, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Restore Life, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Restore Life is a non-profit organization located in the Westside neighborhoods of Atlanta, specifically in a community known as Grove Park, focused on the holistic restoration in the lives of Atlanta's most underprivileged and disinvested residents. Utilizing and empowering local solution-oriented leaders, Restore Life helps fill in the gaps of need for many of Atlanta's families through furniture distribution, housing, job readiness/placement, food supply, counseling,

education, music and production, and youth mentorships. Restore Life meets these needs in a dignified way with a hand-up mentality instead of a hand-out mindset. Initially formed as a collective impact non-profit, Restore Life spent its first year of operation building partnerships and raising funds for its community leaders and partners. It was through this process that we discovered our greatest strength: developing and investing in leaders. We believe real community development happens through community people. Therefore, Restore Life's mission is to discover and develop effective community leaders, and disperse strategic resources to these leaders for the sake of flourishing community development. Our vision is to see all sectors of Grove Park flourish through the dignified empowerment of its leaders. We discover leaders with business, non-profit, or ministry ideas, and help their ideas become reality by developing their leadership abilities and dispersing appropriated resources as needed. This includes providing access to funding, volunteers, development, training, consulting, counseling, and general connections with other successful leaders in the Atlanta community. By investing in both our current and future leaders and partnering with the amazing organizations across the community, Restore Life equips leaders who will be ready to lead. Local organizations will flourish and grow, and the Grove Park neighborhood will be a diverse and beautiful representation of dignified community development.

**Core Beliefs:** We believe that effective leadership from existing community members is essential to preventing unhealthy gentrification. We believe that collaboration is always better than competition. We believe every person has a good idea worth investing in. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** ("Eligible Use"); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.



**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.

2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.

3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are

subject to review and approval by the Finance Department-Accounts Payable Division.

4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and

regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract

provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Restore Life, Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** 116295350

**Notice Address:**

PO Box 94863

Atlanta, Georgia 30377

**Award Amount: \$35,000.00**

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 10

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Grove Park Foundation	1566 Donald Lee Hollowell Pkwy	Atlanta	GA	30318	6	4,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Restore Life, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Restore Life offers summer youth work experience through partnerships with local businesses which are secured by Restore Life management team members. Youth enter a paid apprenticeship where a portion of the apprentice's salary is paid by the business and a portion is paid by Restore Life, resulting in a minimum salary of \$15.00 per hour for the apprentice.

Our youth programs utilize highly effective adult mentorship that supports young people in developing better academic and problem-solving skills, increased leadership and self-reliance skills, and a variety of



marketable skill-sets that will change the trajectory of their future careers. In 2024 Restore Life will provide services to 150 Atlanta area youth, ages 8-24, of which, approximately 30 youth ages 14-24 will be employed from May 1, 2024, through August 31, 2024. 10 of these youth ages 16-24, will be funded through this grant in summer 2024.

Since 2020 our youth have created, produced, recorded, and released over 120 songs, and performed their music in a variety of community concerts and festivals.

In 2022 Restore Life launched several youth-led businesses as part of the Bankhead Youth Renaissance Program. These businesses not only serve the needs of the community, but they bring in revenue to provide jobs for our youth and provide real application of the job skills they are learning. Some program results are as follows:

*Renaissance Lawn Care - With Microsoft giving us a contract for their new property, and Grove Park Renewal and Grove Park Foundations giving us over 50 lawns to care for, this business brings in \$2-\$5k a month and provides for the salaries of the 5-8 youth and 2-3 mentors leading the program (Based on the season).*

*Renaissance T-Shirt printing – After leveraging a grant from another organization to buy t-shirt printing equipment, a mentor and 3 youth launched the business. This business has enabled our youth to land contracts with Juneteenth, Grove Park Foundation, God’s Farm and several other local churches, artists, and ministries.*

*Charity Kix - Vans Shoes (A popular clothing company) donates thousands of shoes and clothing to Restore Life annually. Besides distributing to those in need, the youth have turned it into an entrepreneurship opportunity (“a healthy hustle”). Four to eight youth and one mentor do pop-up shops at events and concerts. The clothing and shoes are sold at extremely discounted prices which have been determined by the young entrepreneurs. The profits are used to pay the youth and mentor great wages and 50% of the profits go back into the nonprofit to help it grow. Think high end Goodwill pop-up shop.*

*The Youth also work for Restoration Studios. Various clients hire Restoration Studios for their audio/visual production needs and branding/merchandise design and printing (fliers, t-shirts, set designs). Youth employment resources will allow us to train youth under professionals and help them develop skills in audio recording, graphic design, video recording and editing, social media, website design, fashion design and the business components surrounding these industries.*

*Restore Life also hires youth as Jr. counselors for the various summer camp programs for younger kids.*

Youth help lead younger children (ages 7-12) on various day camp excursions like fishing, swimming, archery, canoeing, ropes courses, and athletics. Employed youth also help with food preparation and feeding younger kids. Youth will learn leadership skills, culinary skills, communication skills, and how to teach younger kids.

Restore Life is focused on accomplishing the following results through our summer work programming:

1) provide a safe environment for youth to learn and develop safe and legal profitable skills; 2) increase leadership capacity, character, and skills in youth; 3) increase access to services for high-risk youth that promote a positive and healthy lifestyle, and 4) increase youth access to adults who can provide mentorship and profitable skills through positive youth development.

Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:

Bankhead Youth Renaissance Summer job training program utilizes the strategies and core values of Restore Life's organizational mission to discover and develop effective local leaders as empowered dispersants of resources for community development. We intentionally engage our community partner organizations, business leaders, and adult mentors as collaborators to ensure our young people (ages 8-24) receive the guidance, encouragement, and tools necessary to safely enter adulthood.

Our program takes a holistic approach to address the physical, cognitive, and emotional despair that drives many economically challenged youth (and their families) toward unhealthy behaviors. Our youth are benefiting from consistent and dedicated relationships with affirming and safe adults and learning skills that will benefit them throughout adulthood.

Our summer work programming will employ approximately 20 youth from May 1-August 31, 2024. Our youth employees' range in age from 14-24 years. Youth ages 14-15 earn a weekly stipend as they train (not funded through this grant). 10 youth ages 16-24, thanks to this grant, will earn \$15.00/hour and get to work at least 100 hours over the course of the summer.

The program hours/work schedule: Youth Workers have a 4-6 hour workday, Monday through Thursday and Team Leaders have a 6 hour workday Monday through Thursday. The first hour of the day is dedicated to education and specific job training by the local business, followed by three hours of on-site

work with a lunch break in between. The last hour of the day is for feedback and assessment, ways to grow, financial stewardship and literacy, and investment training with Restore Life staff members and community mentors.

Youth have opportunities to be employed in one of our three summer work programs. Job postings and announcements are advertised through our website, current afterschool programs, our partner organizations, and neighborhood businesses.

Youth will have opportunities to apply for the following jobs:

**Renaissance Lawn Care.** Through our community partners (Grove Park Renewal, Grove Park Foundation, and Microsoft Corporation) Restore Life has secured over 60 lawns and business properties to maintain for our Renaissance Lawn Care business. This Landscaping apprenticeship not only provides work for our youth, but also enables them to be trained by professional horticulturalist to develop their expert landscape and business skills.

**Restoration Studios (Multi-Media Production apprenticeship).** Clients hire Restoration Studios for their audio/visual production needs and branding/merchandise design and printing (fliers, t-shirts, set designs). Youth working in this area are trained by industry professionals at Restoration Studios to develop skills in audio, recording, graphic design, video recording and editing, social media, website design, fashion design, and a variety of business components surrounding these industries. This is a highly specialized area that gives youth real-world opportunities to advance and utilize STEAM and STEM skills.

**Safe Summer (Summer Camp Jr. Counselors).** Junior Counselors lead younger children (ages 7-12), alongside adult counselors, on various day camp activities like fishing, swimming, archery, canoeing, ropes courses, and athletics. Junior Counselors also assist with food preparation and feeding younger campers. Junior Counselors develop leadership skills, culinary skills, communication skills, teaching skills, and a host of other life skills.

**Bankhead Renaissance Youth Works** is more than summer employment. This program provides us additional opportunities to reach the hearts and minds of children, so they do not fall victim to unhealthy influences by surrounding them with support through education, mentorship, goal-oriented training, paid work experiences, and spiritual and emotional support. Through a variety of community resources, youth are assisted to work through the trauma and challenges of instability in the home, lack of role models or adult mentors, reacting/fighting, overexposure to substance abuse, lack of vision of individual potential, lost identity, despair, and dwindling hope for the future, as they earn a good income.

Our Youth Workers and Team Leaders will invest 10-20% of their work week to become financially literate. This program gives our future leaders the tools needed to break the generational cycles of

poverty many have been born into. Our summer work program includes not only ways to earn but focuses on financial stewardship as well. Workers will be taught age-appropriate ways to save, spend wisely and invest through in person instruction and the latest digital financial platforms.

Our request for a \$35,000 grant from Fulton County Summer Youth Jobs Program will enable Restore Life to expand our summer work program by hiring 10 additional youth at \$15/ hr where each youth gets to work at least 100 hours during the summer. This investment will help us develop more youth entrepreneurship which can have lasting impact toward our community's COVID financial recovery, for breaking cycles of generational poverty, and unlocking new levels of economic flourishing and holistic health for the at-risk youth of Bankhead.

### **Population to be served, and geographic location:**

Restore Life is located in and serves the larger "Bankhead" community which includes Grove Park located on Atlanta's westside. Bankhead is recognized as one of Fulton County's most under-resourced communities. Grove Park has a population of 3,662 people, with 94% of the population being BIPOC. Thirty-two percent of the population are people between the ages of 10 and 24. The median household income is \$33,091.

The combined median household income average of \$31,000 for Bankhead and Grove Park not only falls far below the Fulton County median household income of \$72,741 but falls \$4,000+ below the national poverty level.

In 2016, violence and drugs had overtaken the neighborhoods of the Bankhead community. The leaders of Restore Life, in partnership with the neighboring community, strategized for a safe space for youth to develop skills and create art that told the true story of the community, which is rich in art, culture, and experience. As a result, Restoration Studios was birthed in 2017 by Daniel Iverson and Clarence (St. Clair) Adams. From this vision came the Studio Grind Mentorship program which provides youth with the knowledge, skills, and abilities to sustain a healthy and safe life while producing positive justice-oriented music.

The success of the Studio Grind Mentorship program inspired Restore Life's leadership team to create **The Bankhead Youth Renaissance (Youth Empowerment Program)**. This expansion

builds opportunities for our youth to develop an even wider skill base with the goal of meaningful employment.

Bankhead Youth Renaissance purposes to reach the hearts and minds of children so they do not fall victim to unhealthy influences by surrounding them with support through education, mentorship, goal-oriented training, paid work experiences, and spiritual and emotional support. Through a variety of community resources, youth are assisted to work through the trauma and challenges of instability in the home, lack of role models or adult mentors, reacting/fighting, overexposure to substance abuse, lack of vision of individual potential, lost identity, despair, and dwindling hope for the future. With necessary adult guidance and structured encouragement our youth are acquiring the tools needed to safely enter adulthood.

Bankhead Youth Renaissance serves children through work and entrepreneurial training, real work, music production and media training, music, art, technology, photography, dance, sports, one-on-one tutoring, counseling, and spiritual mentorship. These activities are carried out by paid and volunteer mentors through a daily schedule seven days per week throughout the school year and through overnight camps and youth work programs during the summer.

Many of Restore Life's team members live and work in this community and have a first-hand account of the combined impact the COVID pandemic and recent gentrification wave have added to the struggles already faced by this community of mostly lower socio-economic status households.

For this reason, our youth program takes a holistic approach to addressing the physical, cognitive, and emotional despair that drives many economically challenged youth (and their families) toward unhealthy behaviors. Our youth are benefiting from consistent and dedicated relationships with affirming and safe adults and learning skills that will benefit them throughout adulthood. From the comments we hear from parents and teachers this approach is having a positive impact on the lives of children who participate in Bankhead Youth Renaissance activities, and we expect these benefits will contribute to their future success as adults.

### **ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs..., Training/Job Development/Employment in strategic industries which leads to self-sufficiency., Wraparound Support to address basic needs

during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:**

**Restore Life is requesting \$35,000 for its summer youth jobs and Job training activities. Bankhead Youth Renaissance Summer Job Training Program will employee approximately 11 un-duplicated youth (ages 16-24) from May 1, 2024, through August 31, 2024. The budget details are as follows:**

**Admin: \$1750 Administrative Costs- 4 months of administrative support to maintain clerical operations, payroll, scheduling, communications, and**

**Direct Services: \$24,840 –payroll costs for approximately 11 youth (Ages 16-24) working anywhere from 5-20 hours a week depending on jop.**


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.

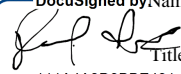
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

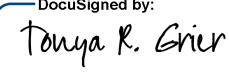
VENDOR NAME **Restore Life, Inc.**

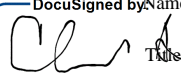
DocuSigned by:  
  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by Name of Signatory: Daniel Iverson IV  
  
Title of Signatory: Daniel Iverson IV  
111A4A3D3BBE431...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned by Name of 2nd Signatory: **Clarence Adams**  
  
Title of 2nd Signatory: **Co Executive Director**  
FD6FF048F5FC434...  
Second Authorized Signature

(Affix County Seal)

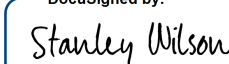


(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

DocuSigned by:  
  
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#: 2024-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** Restore Life, Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1720372

EEV/Basic Pilot Program\* User Identification Number

Restore Life, Inc

Name of Contractor (Agency)



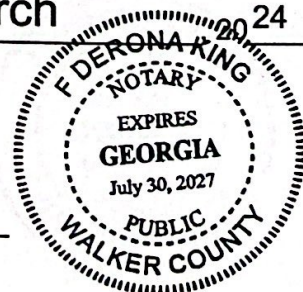
BY: Authorized Signature of Officer or Agent of Contractor

Co-Executive Director

Title of Authorized Officer or Agent of Contractor of Contractor

Daniel Iverson

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20th day of March 2024Notary Public: F Derona KingCounty: WalkerCommission Expires: July 30, 2027

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

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



#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## 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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Restore Life Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1720372

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Restore Life Inc

Name of Subcontractor (Individual/Agency)



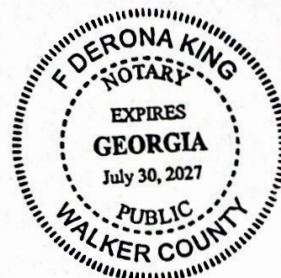
BY: Authorized Signature Officer or Agent of Subcontractor

Co-Executive Director

Title of Authorized Officer or Agent of Subcontractor

Daniel Iverson

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 20th day of March, 2024.Notary Public: F Derona KingCounty: WalkerCommission Expires: July 30, 2027

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/31/2024

**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).**

<b>PRODUCER</b> The Whitlock Group, Inc. 2915 Premiere Pkwy Suite 120  Duluth GA 30097	<b>CONTACT NAME:</b> Peter J Moon <b>PHONE (A/C, No, Ext):</b> (678) 906-2008 <b>FAX (A/C, No):</b> (855) 906-2012 <b>E-MAIL ADDRESS:</b> pmoon@twgins.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> United States Liability Insurance Co.</td> <td>25895</td> </tr> <tr> <td><b>INSURER B:</b> Mount Vernon Fire Insurance Company</td> <td>26522</td> </tr> <tr> <td><b>INSURER C:</b> Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td><b>INSURER D:</b> Selective Insurance Co. of America</td> <td>12572</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> United States Liability Insurance Co.	25895	<b>INSURER B:</b> Mount Vernon Fire Insurance Company	26522	<b>INSURER C:</b> Wesco Insurance Company	25011	<b>INSURER D:</b> Selective Insurance Co. of America	12572	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Selective Insurance Co. of America	12572														
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Restore Life Inc PO Box 94863  Atlanta GA 30377															

**COVERAGES****CERTIFICATE NUMBER:** CL2453105359**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		NPP1604244C	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ included	
							Professional Liability \$ 1,000,000	
A	<b>AUTOMOBILE LIABILITY</b>			NPP1604244C	07/01/2024	07/01/2025	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ 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) \$
							\$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			CUP2553353	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WWC3693683	02/24/2024	02/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Commercial Crime			B 6065160	07/01/2024	07/01/2025	Employee Theft \$1,000,000	

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

Certificate Holder is an Additional Insured per the Coverage Form attached to this policy.

\*This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.\*

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor St SW  Atlanta GA 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>H. Gray Whitlock</i></p>
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## ADDITIONAL COVERAGES

<b>Ref #</b>	<b>Description</b> Employment Practices Liability				<b>Coverage Code</b> EPLIA	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 500,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

<b>Ref #</b>	<b>Description</b> Abuse & Molestation				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 100,000	<b>Limit 2</b> 300,000	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

<b>Ref #</b>	<b>Description</b> Directors & Officers Liab Lmt ea Wrongful act				<b>Coverage Code</b> RELDO	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 500,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2024

**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).**

<b>PRODUCER</b> The Whitlock Group, Inc. 2915 Premiere Pkwy Suite 120  Duluth GA 30097	<b>CONTACT NAME:</b> Peter J Moon <b>PHONE (A/C, No, Ext):</b> (678) 906-2008 <b>FAX (A/C, No):</b> (855) 906-2012 <b>E-MAIL ADDRESS:</b> pmoon@twgins.net <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> United States Liability Insurance Co. <b>NAIC #</b> 25895 <b>INSURER B:</b> Wesco Insurance Company <b>25011</b> <b>INSURER C:</b> Selective Insurance Co. of America <b>12572</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Restore Life Inc PO Box 94863  Atlanta GA 30377	

**COVERAGES****CERTIFICATE NUMBER:** CL2422005197**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP1604244B	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP1604244B	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP1566185A	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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		WWC3693683	02/24/2024	02/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Employee Theft \$1,000,000						
C	Commercial Crime			B 6065160	07/01/2023	07/01/2024	

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

Certificate Holder is an Additional Insured per the Coverage Form attached to this policy.

\*This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.\*

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor St SW  Atlanta GA 30303-3408	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>W. Gray Whitlock</i></p>
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**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to “your work”; or
2. A licensor under a license agreement with the Named Insured as licensee relating to “your work”; or
3. A co-owner with the Named Insured in premises used for “your work”; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner’s (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of “your work”; or
5. A mortgagee, assignee or receiver of the Named Insured relating to “your work”; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to “your work”; or
7. A grantor of a permit to the Named Insured as permittee relating to “your work”.

However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
  - b. The construction, erection or removal of elevators; or
  - c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to “your work”; or
  9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with “your work”;

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to “your work”.

Such person, entity or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with “your work” while such written contract, written permit or written agreement is in effect.

## **EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury”:

1. That occurs after all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under a written contract, written permit or written agreement has ended; or  
When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under a written contract, written permit or written agreement has been put to its intended use by any person(s) or organization(s);  
whichever occurs first.
2. Arising directly or indirectly from construction or demolition operations of any kind performed by you.
3. Caused or alleged to be caused by the sole negligence of an additional insured under this endorsement.
4. Arising out of “your work” performed for a federal, state or local government or political subdivision under a written permit.
5. Included within the “products-completed operations hazard”.

## **CONDITIONS**

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract, written permit or written agreement specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

## ADDITIONAL COVERAGES

<b>Ref #</b>	<b>Description</b> Employment Practices Liability				<b>Coverage Code</b> EPLIA	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b> 500,000	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

<b>Ref #</b>	<b>Description</b> Abuse & Molestation				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
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<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b> HRDBD	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Ref #</b>	<b>Description</b>				<b>Coverage Code</b>	<b>Form No.</b>	<b>Edition Date</b>
<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		

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<b>Limit 1</b>	<b>Limit 2</b>	<b>Limit 3</b>	<b>Deductible Amount</b>	<b>Deductible Type</b>	<b>Premium</b>		



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**



**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Facts to Thrive Inc**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Facts to Thrive Inc** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Facts To Thrive mission is to provide training to alleviate human suffering from poverty, technology gaps, and incomplete life skills. Facts to Thrive seeks to create a world of equality teaching information to support growth and progress. Our program categories include housing, job training, financial literacy, senior tech connect, entrepreneurship, civil liberties, and CPR. Since its inception in 2019, Facts to Thrive has created private and public partnerships combining resources to provide services for those in the South Fulton area. We utilize our website, social media, flyers, word of mouth, and partner with United Way 211 for referrals to access our services and partners. In addition, we partner with cities, counties, nonprofits, and private companies to provide services. Partnering with the City of South Fulton referrals for rental assistance program, winter warming stations, summer youth job training program, entrepreneurship seminars to develop income opportunities, senior technology training location, and CPR classes. Partner with Jacob’s Healing hands to handout fresh fruits and vegetables, and permanent housing referrals. Partner with Goodwill of North Georgia and WorkSource to provide access to immediate and long-term job skills training. Partner with It’s Electric Training Center for 6-week basic skills Electric 101 and low-voltage data certifications. Partner with Fifth Third Bank to offer virtual financial literacy classes on banking options, budgeting, and mortgage preparation. Partner with Southern Women in Motion Foundation referrals for women ex-offenders recently released to get housing.

Specifically pertaining to youth, we participated in the Fulton County 2023 Summer Youth Job Training program and the Youth Homeless Program. We provided 6 full-time summer jobs along with transportation, work clothing, and supplies. We also helped over 40 people with housing assistance, clothing, emergency supplies, and counseling. In 2023, we also launched our first electrical trades job training program in which 50 people graduated from a 6-week training series. We are in the process of creating trades (heating and air, carpentry, and electric) apprenticeships. All our general programs also allow ages 16-24 to participate in the training classes. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney’s fees, relating

to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** (“Award Amount”) will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the “Scope of Services”). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books,

papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after

execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term "federal, state and local laws" as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term "federal, state and local laws" shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street SW  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

## **ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.
7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

#### **Schedule I**

**Name of Subrecipient:** Facts to Thrive Inc

**Subrecipient’s Unique Entity ID (SAM) Number:** GP8DUFUN7NG5

**Notice Address:**

P.O. Box 968

College Park, Georgia 30272

**Award Amount: \$35,000.00****Eligible Use Category:** Assistance to Unemployed Workers**Number of Youth to be Served:** 10**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Palmetto City Hall	509 Toombs Street	Palmetto	Georgia	30268	1	1,5,6
Burdett Park & Recreation Center	2945 Burdett Rd	South Fulton	Georgia	30349	5	5,6
Facts to Thrive headquarters	3707 Main Street #19	College Park	Georgia	30337	6	5,6
Economic Development	6385 Old National Hwy	South Fulton	Georgia	30349	5	5,6
Creel Park Recreation Center	2775 Creel Road	South Fulton	Georgia	30349	5	5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Facts to Thrive Inc shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Facts to Thrive Career & Life Preparation Program (FTTCLPP) is a youth job training program to assist youth ages 16-24 to gain professional skills and hands-on work experience. We have priority application to accept those



who are low-income, foster care, homeless, and/or potential troubled youth.

Participants will submit an application, go through an interview, and be selected for work location. Once accepted into the program the coordinator will also do a needs assessment for career and personal development areas of improvement. Participants will be set up for online timeclocks and payroll service to directly pay to their bank account. During the training period the coordinator will be directly working with each participant to develop a goal plan and meet it.

It is our hope that participants can potentially engage in job opportunities to get a full-time permanent position. Those who may still be in school will learn a new appreciation for education and skills to learn in a new capacity.

Intervention is the first step in keeping them engaged in school, reversing the cycle of low or no-income, and breaking a potential cycle of being in the justice system.

We take pride in knowing the six full-time participants that finished the program in 2023 all asked if they could return to work with our program this year. They have become volunteers with the organization during the school year and have pursued continuous learning about working in government and nonprofit organizations. For 2024, we have added new job positions to explore, new job locations, and increased the number of participants to 10 for the program.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Facts to Thrive Career & Life Preparation Program (FTTCLPP) is designed to support youth experiencing high risk attributes into options that can impact their life growing into a positive economic citizen. This program helps to stabilize youth in crisis where they congregate and live in neighborhoods along the Old National Highway Corridor. We are collaborating with departments within the City of South Fulton and the City of Palmetto to provide direct training opportunities to work during the day Monday-Friday. Our placement emphasis is training and job placement in the government and nonprofit industries disproportionately impacted and on the rebound from the COVID-19 pandemic and its economic consequences.

Facts to Thrive Career & Life Preparation Program (FTTCLPP) is an 8-week program during the summer that youth will be assigned to work for the summer in one of the following positions:

Parks and Recreation – Assist supervisors overseeing 40-45 children with summer camp activities Monday through Friday 7am-6pm. Summer camp tasks will include coordinating sports, arts & crafts, music, field trips, swimming, hiking, games, cleaning, and STEM activities. The training will provide people with interaction communication skills, organization, time management, and leadership development.

Economic Development – Assist staff and management with filing, business inventory, updating business forms, research economic industry information, and attend meetings and city events. This training will provide

organization, time management, leadership development, research skills, document development, small business engagement, and the process of economically developing a new city to have police, fire, and city hall.

Nonprofit Management – Developing all formats of marketing materials (print, social media, video), event planning, google advertising, budget development, photo editing, promotion, canva software, adobe software. This training will provide social media development and marketing, website development and management.

Nonprofit Management – Assist with all office administration and activities, plan and attend community events and training. This position will provide training in networking with middle and top management, project, management, and teaching,

Public Administration – community engagement activities, event planning, council meeting attendance, and city administration support. This training will provide access to positions in planning, community development and regulation authority, government administration, and communications.

Participants will also have to do career assessment and research at minimum requirements to attain jobs in those fields. Resume development assistance and guest speaker mentor meetings.

All these training opportunities provide career exploration, higher education for degrees and certification research, job opportunities in areas not often taught to youth, and can improve their educational or employment outcomes for Fulton County.

### **Population to be served, and geographic location:**

The Most Important Atlanta Poverty Statistics by Gitnux Marketdata Report 2024

- Atlanta has a poverty rate of 21.5%, which is above the national average.
- Approximately 25% of children in Atlanta live below the poverty line.
- The median household income in Atlanta is approximately \$57,000, which is about \$5,000 below the national average.
- Approximately 32% of Black residents in Atlanta live in poverty.
- In 2020, about 10.6% of Atlanta's population experienced poverty for at least part of the year.

According to the Bureau of Labor Statistics, the number of unemployed young people 16-24 increases with the onset of summer, as people who were not in the labor force while attending school begin seeking employment. Unemployment among youth rose by 826,000 from April to July 2023. About 7 in 10 of the unemployed youth were looking for full-time work in July 2023, little different from the prior year.

The 2015 Atlanta Youth Count and Needs Assessment Final Report provided the vast majority of homeless youth were Black or African-American (71%), cisgender men (60.5%), and between the ages of 20-25 (70.9%). The most common reasons youth found themselves homeless were financial problems (46.1%), job problems (32.3%),

family violence (28.2%), being kicked out of the home (24.2%), and housing problems. Nearly one-third (31.5%) of homeless youth interviewed reported being in school.

Many homeless youths in the survey reported experiencing significant life traumas, including exposure to neighborhood violence (78.4%), being robbed or having something stolen (60.5%), witnessing a parent going to jail or prison (50.7%), experiencing abuse as a child (42.2%), or been involved with the foster care (26.8%) or child welfare systems (19.2%).

Two-thirds (66.7%) of homeless youth surveyed were “dreamers” who demonstrated remarkable resilience and hope for the future, including big careers and independent success.

<https://atlantayouthcount.weebly.com/aycna-2015-key-findings.html>

**Office of Juvenile Justice and Delinquency Prevention estimated number of arrests by offense and age group for the year 2020 for all genders:**

Offenses	All ages	0 to 17	18 & older	10 to 17	0 to 14	15 to 17	18 to 20	21 to 24	25 & older
All offenses	7,632,470	424,300	7,208,180	422,640	121,930	302,370	592,260	894,730	5,721,190
Murder and nonnegligent manslaughter	12,440	930	11,510	930	90	840	1,820	2,140	7,550
Rape	NA	NA	NA	NA	NA	NA	NA	NA	NA
Robbery	67,900	12,000	55,900	12,000	2,490	9,510	10,610	9,420	35,880
Aggravated assault	381,190	19,140	362,050	19,050	5,560	13,580	26,590	46,300	289,160
Burglary									

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs...,In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.,Training/Job Development/Employment in strategic industries which leads to self-sufficiency.,Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of referrals to WorkSource Fulton / WorkSource Atlanta.,Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with

improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:**

Based on the awarded amount of \$35,000 the Summer Youth Job Training Program funds are designated for the following cost categories:

Cost Category	Designation of SYJTP Funding Request	Detailed Explanation of Funding
Administrative	\$1,750.00	Executive office grant administration
Direct Services	\$33,250.00	

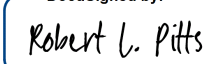
IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.


OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA


VENDOR NAME **Facts to Thrive, Inc.**


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

DocuSigned by: Name of Signatory: Juandalynn T. Leverette  
  
F1302AA7F36D490... President/Executive Director  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned by: Name of 2nd Signatory: **April Harris**  
  
28359D6B70B44F9... Title of 2nd Signatory: **Treasurer**  
Second Authorized Signature

(Affix County Seal)




(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

DocuSigned by:  
  
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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Facts to Thrive, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>2</sup> 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.

1749240  
EEV/Basic Pilot Program\* User Identification Number

## Facts to Thrive, Inc

Name of Contractor (Agency)

Juandalyne Leverette  
BY: Authorized Signature of Officer or Agent of Contractor

President / Executive Director  
Title of Authorized Officer or Agent of Contractor of Contractor

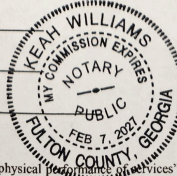
Juandalyne Leverette  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 29 day of March, 20 24.

Notary Public: [Signature]

County: Fulton

Commission Expires: 2/7/27



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

<sup>2</sup>For the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any



#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## 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 services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Facts to Thrive, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> 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

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

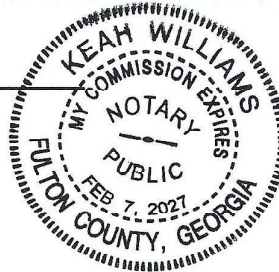
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 29 day of March, 2024.

Notary Public:

County:

Commission Expires:



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

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

<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 05/24/2024	
<b>PRODUCER</b> Darrell Abernathy Agency LLC/Farmers Insurance 3400 Chapel Hill Rd Ste. 203 Douglasville ga 30135		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Facts to Thrive 5825 Mallory Rd College Park Ga 30349		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Hiscox	
		INSURER B: Progressive	
		INSURER C: NCCI	
		INSURER D: USLI	
		INSURER E: USLI	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	P100.673.301.2	10/20/2024	10/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
B	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PO123890	06/08/2024	06/08/2025	COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$ 1,000,000  \$  \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT  OTHER THAN EA ACC AUTO ONLY: AGG	\$  \$
C	<input checked="" type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	EX987189-7	06/08/2024	06/08/2025	EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ \$ \$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCX-10199	06/08/2024	06/08/2025	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
E		<b>OTHER</b> Professional Liability/EO To include abuse coverages	PFL-2307123	06/08/2024	06/08/2025	\$1,000,000 \$1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Non-profit/LIFE SKILLS TRAINING  ADDITIONAL INSURED: FULTON COUNTY GOVERNMENT, 141 PRYOR ST SW ATLANTA GA 30303-3408							

<b>CERTIFICATE HOLDER</b> FULTON COUNTY GOVERNMENT 141 PRYOR ST SW ATLANTA GA 30303-3408	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>5</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Darrell Abernathy
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Noble Truth Project Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Noble Truth Project Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, The Noble Truth Project's Glaciers Ice program was founded to keep our youth safe, educated, and employed. Our entrepreneurship program has been a viable solution for Atlanta's infamous "Water Boyz". Our youth entrepreneurship program implores a screening process where youth undergo an intensive mentoring program where they learn the Glaciers Ice key principles: Hard Work, Humility, Honesty, and Hospitality. We wish for our youth to grow

with our company becoming owner-operators as they master budgeting, communication, and time management skills. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income,

social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements

and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.



## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street SW  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Noble Truth Project Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** SS1MMJVEM4U4

**Notice Address:**

2414 Herring Rd. 42705

Atlanta, Georgia 30311

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 12

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Glaciers Italian Ice	2185 Martin Luther King Jr. Dr. SW	Atlanta	Georgia	30310	6	4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Noble Truth Project Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Glaciers Ice Youth Entrepreneurship Program was founded to keep our youth and young adults safe, educated, and employed. As a direct alternative to the "Water Boyz," we have strategized, organized, and mobilized a viable solution. Since 2020, there have been over 1000 calls made relevant to youth selling water on the street. There were also over 400 complaints relating to things such as aggressive sales tactics, obstructing traffic, and unwillingness to clean the area when complete. There have been 32 arrests made, 18 shootings, and unfortunately the murder of an 18-year-old male, who was killed in Midtown over a \$10 water bottle dispute. Glaciers Ice seeks to rectify this problem by providing our young men with an opportunity to become financially independent and safe. Our product, Italian Ice, is better than ice cream, shaved ice, and sherbet. It is a cold, low-fat, vegan-friendly treat, made with real fruit. Similar to sorbet, it's soft, sweet, and delicious. We serve over 14 different flavors with five different sizes. We cater private and public events, concession stands, wholesale services, and prepackaged goods. Glaciers Ice implores an owner-operator model in which we provide a turnkey business for our youth. After a year of programming, Glacier provides the infrastructure, marketing materials, location, permits, equipment, and training to operate a successful Italian ice cart. By splitting the profit, we incentivize and motivate our youth to work. Through our screening process, youth will undergo an intensive mentoring program where they will learn the Glaciers Italian Ice key principles: Hard

Work, Humility, Honesty, and Hospitality. We wish for our youth to grow with our company as they will master budgeting, communication, and time management skills. The Glaciers Ice Youth Entrepreneurship Program is a unique program that serves as the direct response to the infamous Atlanta Water Boys. Weaving mentorship and employment has incentives for our youth to make significant behavioral improvements. We have seen a rise in academic performance, positive behavioral responses, and economic independence. Participants have been able to assist their households with bills, school clothes, and transportation. The program teaches soft skills in communication, budgeting, and time management and also provides a level of exposure to diverse people and locations. We are not just creating a business with an hourly job but providing a generational opportunity. We are teaching entrepreneurial skills that our participants will never forget. We imagine our program as the catalyst for an Atlanta and Fulton County with fewer gangs, less drug activity, and less youth-involved crime. We imagine our youth and young adults will be the future business leaders of tomorrow.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Our two-year youth entrepreneurship program begins with participants completing an application, interview, and 8-week character and leadership development mentoring program. Participants are paired up with an Atlanta University Center college mentor to ensure a 2.5 GPA is maintained and proper behavior in the household is upheld. Participants not only work various vending/catering Italian ice events that provide them exposure and increase their entrepreneurial skill set they are also entrenched in weekly Zoom calls with guest speakers and daily TLC (The Learning Club) programming at our storefront location.

Daily TLC programming consists of bi-weekly Sunday's participation in community service. Service activities include trash pick-up, self-study, senior/veteran deliveries, and voter registration drives. Other Sunday's participants listen to a special guest speaker while also gaining financial literacy. Monday's consist of participants participating in meditation, leadership and social-emotional learning. Tuesday's participants engage in an evidence-based program entitled Botivin Lifeskills Transitions, which is a group therapy session with a licensed counselor. Wednesdays are our family and community days where participants get involved in chess and other board games (Monopoly) that build community. Thursday participants join our book club where we read "Think & Grow Moore: The Six Steps to Success" and engage in a group discussion regarding

themes in the book. Friday's consists of a featured bio-pic film highlighting entrepreneurship. We also utilize the day to prepare their workstations for tomorrow's event. Lastly, Saturday's participants engage in employment opportunities such as vending in local parks/festivals, catering birthday parties or serving as a concessionaire at local athletic events. These working experiences lead to life-changing exposure and soft skill training as they promote and sell our homemade Italian ice.

Our current cohort began on February 6th with participants scheduled for employment starting April 2024- October 2024. All cohorts are required to make the two-year commitment. Participants who complete the required 8-week character and leadership training will be eligible for employment. All employed youth will be considered Mountaineers. During the first year of employment, participants will be paid \$15 per hour as independent contractors. Their role will be "Scooper" they will be responsible for scooping ice for our customers. Participants who complete a year of employment will be eligible to participate in our Owner-Operator program. For two months participants will have a 40/60 profit split for designated vending/concession events. Participants will learn how to manufacture the ice and much more about marketing, scheduling, inventory, overhead, and profit/loss. After the two-month experience, participants will go back to a \$15.00 an hour pay. Lastly, students examine the financial and operational systems of the business. Students get accustomed to overhead expenses and P&L statements. Students learn the steps to starting a business. Students are introduced to our scooper position while following our SOPs. We assist the youth in opening up their bank accounts, filing their taxes, and adhering to their budget. Through our Glaciers Ice youth entrepreneurship program, our youth and young adults will apply their financial literacy and gain work experience. This program adheres to all Federal child labor laws.

**Population to be served, and geographic location:**

We primarily serve African American males ages 14-24. According to United Way of Greater Atlanta's Child Well-Being Index, our location 2185 MLK Jr. Dr. is considered a (1) indicating it is a highest-need area with a declining directional condition. The Child Well-Being Index assesses 16 various aspects of a child's development, such as education, health, economic equity and stability, and family support. The youth we serve all live in Fulton County. A majority of the youth we serve live in the Florida Heights and Dixie Hill communities within the City of Atlanta and Fulton County's District 6.

The schools within our area (Peyton Forest, Jeans Child Young, Benjamin Mays High School, and Frederick Douglass High School) are Title 1 schools indicating a socio-economic disadvantage. The zip code 30310 in which our storefront location resides is classified by the United Way child well-being index as low (33) and due to COVID-19, many socioeconomic disadvantaged families struggled severely. As parents struggled financially and worked additional hours, their children (young African American men) without supervision sought to help supplant their household income through illegal street vending selling water bottles thus, leading us to create our Glaciers Ice Youth Entrepreneurship Program.

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs..., In-Demand Career Exploration and re-engagement with educational systems by opportunity youth., Training/Job Development/Employment in strategic industries which leads to self-sufficiency., Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of Youth placed in paid summer job training opportunities., Number of Youth who complete summer job training program., Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

Cost Category	Designation of ARPA SYJTP Funding Request
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,750.00
<b>Direct Services</b>	\$33,250.00
<i>Total</i>	\$35,000.00

**Funding Details:**

The Noble Truth Project Inc.'s Glaciers Ice youth entrepreneurship program plans to utilize this funding to expand our services. We will be able to 1) provide a stipend to our mentors; 2) purchase additional push carts that will enable us to employ more youth, 3) provide sufficient transportation and 4) reduce our overhead expenses such as rent, utilities, and supplies which will enable us to compensate our youth a higher wage of \$15+ an hour. Please see our proposed budget attached.



#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

**STATE OF GEORGIA****COUNTY OF FULTON****FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor (Agency)] Noble Truth Project Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1841242  
EEV/Basic Pilot Program\* User Identification Number

Noble Truth Project Inc  
Name of Contractor (Agency)

[Signature]  
BY: Authorized Signature of Officer or Agent of Contractor

Executive Director  
Title of Authorized Officer or Agent of Contractor of Contractor

Ian Elmore-Moore  
Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 20 day of February, 2024

Notary Public: [Signature]

County: Cobb

Commission Expires: Feb 5 2028



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

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly

#24RFP022824C-MH

2024 ARPA Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

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 services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)]** Noble Truth Project Inc on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1841242

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

Noble Truth Project Inc  
Name of Subcontractor (Individual/Agency)

[Signature]  
BY: Authorized Signature Officer or Agent of Subcontractor

Executive Director  
Title of Authorized Officer or Agent of Subcontractor

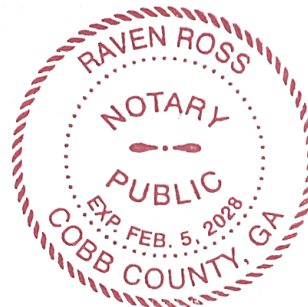
Ion Elmore-Moore  
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 29 day of February, 2024.

Notary Public: [Signature]

County: Cobb

Commission Expires: FEB 5 2028



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

<sup>4</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2024

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).

<b>PRODUCER</b> THE INSURANCE PEOPLE PO BOX 3609, EATONTON, GA 31024	<b>CONTACT</b> NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
<b>INSURED</b> Noble Truth Project Inc 2185 Martin Luther King Jr. Dr. SW Atlanta, GA 30310	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Progressive Mountain Insurance Company</td> <td>35190</td> </tr> <tr> <td>INSURER B :</td> <td></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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Progressive Mountain Insurance Company	35190	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## COVERAGES

**CERTIFICATE NUMBER:** 512369098901293537D022724T165015

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	971991610	03/02/2024	03/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$100,000 BODILY INJURY (Per accident) \$300,000 PROPERTY DAMAGE (Per accident) \$50,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

Fulton County Government 141 Pryor St. SW Atlanta, GA 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2024

**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).**

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com														
<b>INSURED</b> Noble Truth Project, Inc. 2185 M.L.K Jr Drive SW Atlanta, GA 30310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></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 : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Abuse and Molestation			P101.960.397.2	05/28/2024	05/28/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2024

**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.**

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 844-357-0403 <b>FAX (A/C. No.):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com <b>PRODUCER CUSTOMER ID:</b>  <table style="width: 100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Hiscox Insurance Company Inc.</td> <td>10200</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Hiscox Insurance Company Inc.	10200	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A:</b> Hiscox Insurance Company Inc.	10200														
<b>INSURER B:</b>															
<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Noble Truth Project, Inc. 2185 M.L.K Jr Drive SW Atlanta, GA 30310															

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 2185 M.L.K Jr Drive SW, Atlanta, GA 30310

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	P101.556.016.2	02/21/2024	02/21/2025	<input checked="" type="checkbox"/>	BUILDING	\$
		CAUSES OF LOSS				<input checked="" type="checkbox"/>	PERSONAL PROPERTY	\$ 30,000
		BASIC				<input checked="" type="checkbox"/>	BUSINESS INCOME	\$
		BROAD				<input checked="" type="checkbox"/>	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	\$
							BLANKET BUILDING	\$
		EARTHQUAKE					BLANKET PERS PROP	\$
		WIND					BLANKET BLDG & PP	\$
		FLOOD						\$
								\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY					\$
		CAUSES OF LOSS	POLICY NUMBER					\$
		NAMED PERILS						\$
	<input type="checkbox"/>	CRIME						\$
		TYPE OF POLICY						\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						\$
								\$
								\$
								\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (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 30303-3408

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

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<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (888) 202-3007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com														
<b>INSURED</b> Noble Truth Project, Inc. 2185 M.L.K Jr Drive SW Atlanta, GA 30310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></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 : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
INSURER B :															
INSURER C :															
INSURER D :															
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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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P101.556.016.2	02/21/2024	02/21/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							CGL HNOA Limit (per occurrence) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P101.960.397.2	02/21/2024	02/21/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2024

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PRODUCER: Katherine N Linsey-Gonzales Mylo, LLC  katie.linseygonzales@choosemylo.com	CONTACT NAME:  PHONE (A/C, No, Ext): 855-566-1011 FAX (A/C, No, Ext): E-MAIL ADDRESS: Support@coterieinsurance.com	
INSURED: Noble Truth Project Inc. 2185 Martin Luther King Jr Dr SW Atlanta, GA 30310-1136	INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 41394

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 LTD	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG
	Other: _____					FIRE DAMAGE (Any one fire)
	AUTOMOBILE LIABILITY:					COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO <input type="checkbox"/>					BODILY INJURY (Per person)
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>					BODILY INJURY (Per accident)
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					PROPERTY DAMAGE (Per accident)
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		CBB-01034892-09	05/30/2024	05/30/2025	EACH OCCURENCE \$1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$1,000,000
	DED <input type="checkbox"/> X RETENTIONS \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDER? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					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
Fulton County Government 141 PRYOR ST SW ATLANTA GA 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2024

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<b>PRODUCER</b> <b>The Insurance People</b> <b>P. O. Box 3609</b> <b>Eatonton GA 31024</b>	<b>CONTACT NAME:</b> Wanda Streater <b>PHONE (A/C, No, Ext):</b> (706) 485-9912 <b>FAX (A/C, No):</b> (706) 485-4236 <b>E-MAIL ADDRESS:</b> wstreater@insurancepeoplega.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pie Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC PI 1006914-000	03/15/2024	03/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

Fulton County Government  
 141 Pryor St SW  
 Atlanta, GA 30303-3408

## CANCELLATION

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

*Wanda Streater* <sup>SWLS</sup>



**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** **Noble Truth Project, Inc.**

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

DocuSigned byName of Signatory: **Ian Moore**  
*Ian Moore*Title of Signatory: **Executive Director**  
8FCF96AF248B43C...  
Authorized Signature

ATTEST:

ATTEST:


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

DocuSigned byName of 2nd Signatory: **Christopher Hunter**  
*Chris Hunter*Title of 2nd Signatory: **Board Chair**  
0C6262EC43E64C2...  
Second Authorized Signature

(Affix County Seal)

DocuSigned by:  


(Affix Corporate Seal, if applicable)

DocuSigned by:  


APPROVED AS TO FORM:

DocuSigned 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

☒ 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

## **American Rescue Plan Act**

### **Subrecipient Contract between Fulton County and Kingdom Mentors International Corp.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Kingdom Mentors International Corp.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, KMI, core purpose is to provide a comprehensive training programs designed to equip young people (ages 15-24) with foundational knowledge in artificial intelligence (AI), technical development with information technology (IT), on the job skill development in business startups and fostering their creativity, problem-solving abilities, and critical thinking skills. This

program aims to bridge the digital divide, ensuring access to essential technological knowledge for a diverse range of youth. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income,

social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$25,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All other ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

## **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements

and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.



## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.
2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department  
137 Peachtree Street SW  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager  
141 Pryor Street, Suite 10062  
Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties’ rights under applicable law.
5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Kingdom Mentors International Corp.

**Subrecipient's Unique Entity ID (SAM) Number:** E2CHH13AM6B9

**Notice Address:**

826 Woodbourne Drive SW

Atlanta, Georgia 30310

**Award Amount:** \$25,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 8

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Kingdom Mentoring Center	826 Woodbourne Drive SW	Atlanta	GA	30310	4	4

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Kingdom Mentors International Corp. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Kingdom Mentors International's summer youth program places our youth in strategic industries that will prepare them for self-sufficiency. Our business partners understand that our program requires online instructor lead modules and hands-on technical training, "learning and earning". On the job skill development in business startups and cash management, attendance, accountability, teamwork, and communication. They also complete online training modules in "Financial Literacy", "Artificial Intelligence", "Business Start-ups". We offer wraparound support through our network of partner organizations like Big Brothers Anonymous, a Fulton County (My Brother's Keeper Alliance) who we have been working with since its inception. Trades our participants will work in are as follows - Carpentry, Media and Automotive (General Maintenance)

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Our young will gain hands-on training with carpentry and plumbing tradesmen. They will be active participants with remodeling Kitchens and Bathrooms and be given online assessment test to measure the quality of their knowledge and training. We are also working with ASE Certified Mechanics to demonstrate vehicle maintenance that our youth will perform, their will experience AI application development along with visual and assessment learning. Kingdom Mentors partnering with Big Brothers Anonymous, a Fulton County (My Brother's Keeper Alliance) who provides a bi-monthly

social gathering where our participants are encouraged to attend at least once per month. Here they receive access and support to meeting ongoing challenges whether it be emotional, physical or financial.

**Population to be served, and geographic location:**

Our organization is located in Southwest Atlanta, Sylvan Hills, Georgia, serving Southwest and East Point communities. African Americans make up 81.2% of the combined population of about 33,334 citizens, of which 21% are under age 24. Representing almost 8,738 at-risk-youth in these areas. The median income is less than 40,742. with 21.2% in poverty. As a low-income community, East Point has been designated as a qualified federal opportunity zone. Some research data was taken from this source... <https://www.publicschoolreview.com/georgia/atlanta-public-schools-school-district/1300120-school-district>

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs...,Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**

Number of referrals to WorkSource Fulton / WorkSource Atlanta.,Number of Youth who complete summer job training program.

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,250.00
<b>Direct Services</b>	\$23,750.00
<i>Total</i>	\$25,000.00

**Funding Details:**

**The Administrative and Operational Support funds of 1,250.** will be applied to the following line items. Insurance - 1,125. Office Expense - 125.

**We have allocated the Direct Services Funds as follows: 23,750.** to be used for the 8 participants payments for work and training at \$15 per hour for up to 20 hours per week. Support wrap-around assistance with transportation where needed.

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** KINGDOM MENTORS INTERNATIONAL on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> 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.

1841740

EEV/Basic Pilot Program\* User Identification Number

KINGDOM MENTORS INTERNATIONAL

Name of Contractor (Agency)


 BY: Authorized Signature of Officer or Agent of Contractor

DIRECTOR

Title of Authorized Officer or Agent of Contractor of Contractor

KHENAN PAXTON

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 29<sup>th</sup> day of March, 2024.Notary Public: County: NewtonCommission Expires: 10.18.2026

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

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

#24RFP022824C-MH  
2024 ARPA Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

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

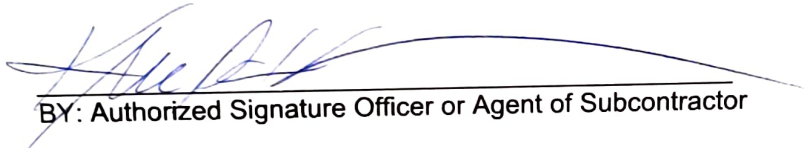
By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor (Agency)] KINGDOM MENTORS INTERNATIONAL** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>4</sup>,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

**1841740**

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

**KINGDOM MENTORS INTERNATIONAL**

Name of Subcontractor (Individual/Agency)

  
BY: Authorized Signature Officer or Agent of Subcontractor

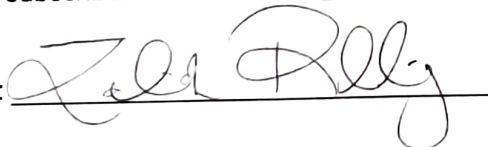
**DIRECTOR**

Title of Authorized Officer or Agent of Subcontractor

**KHENAN PAXTON**

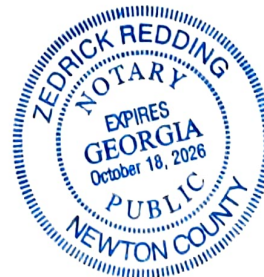
Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 29<sup>th</sup> day of March, 2024.

Notary Public: 

County: Newton

Commission Expires: 10 18 2026



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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2024

**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).**

<b>PRODUCER</b> The Insurance Connection  1727 Mars Hill Rd, Suite 206 Acworth GA 30101	<b>CONTACT</b> NAME: Sandi Purinton PHONE (A/C, No, Ext): 678-439-8757 E-MAIL: sandi@insconnectga.com ADDRESS: sandi@insconnectga.com FAX (A/C, No): <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: UNITED STATES LIAB INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> KINGDOM MENTORS INTERNATIONAL 826 WOODBOURNE DR SW ATLANTA GA 30310-4608	<b>NAIC #</b> 25895

**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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X		NPP1611663	05/17/2024	05/17/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 100,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<b>AUTOMOBILE LIABILITY</b>			NPP1611663	05/17/2024	05/17/2025	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)				\$	
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	X		CUP1568950	05/17/2024	05/17/2025	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE							
	DED <input checked="" type="checkbox"/> RETENTION \$ 0.00							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		NPP1611663	05/17/2024	05/17/2025	PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
A	Professional E/O			NPP1611663	05/17/2024	05/17/2025	GC	1,000,000
	Abuse/Molestation			NPP1611663	05/17/2024	05/17/2025	General Aggregate	1,000,000
							General Aggregate	2,000,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured.

**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

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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 **Kingdom Mentors International Corp.**

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

DocuSigned byName of Signatory: **Khenan Paxton**  
*Khenan Paxton*  
Title of Signatory: **Director**  
5A685091C78E4A6...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Keneya Paxton** DS  
*Keneya Paxton*  
Title of 2nd Signatory: **Co-Director**  
5A685091C78E4A6...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicab.



APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 24RFP022824C-MH**

**2024 ARPA SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

**American Rescue Plan Act**  
**Subrecipient Contract between Fulton County**  
**and Our House, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Community Development”), and **Our House, Inc.** (“Subrecipient”) as a nonprofit, tax exempt 501(c) (3) within the State of Georgia (hereinafter collectively referred to as the “Parties”).

**WHEREAS**, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

**WHEREAS**, the well-documented drop in teen employment rates following the COVID-19 pandemic has raised concerns that it is becoming more difficult for teens, and particularly at-risk teens, to gain the training and job skills necessary to find pathways into the labor market; and

**WHEREAS**, On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

**WHEREAS**, on January 24, 2024, the Fulton County Board of Commissioners (“Board”) approved the allocation of \$500,000 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0351) as outlined in the Summer Youth Job Training Program Resolution (Agenda Item #22-0328). ARPA Summer Youth Job Training funding will be awarded to community-based organizations working with Fulton County Youth disproportionately impacted by the COVID-19 pandemic and its economic consequences; and

**WHEREAS**, Our House's mission is to provide transformative care to end the cycle of homelessness for families. Our vision is a self-sufficient and healthy family for all. To pursue these ends, we offer free, high-quality housing services, healthcare, early childhood education, employment training, and family advocacy to forge pathways to stability and independence for families experiencing homelessness. By providing wraparound services for the entire family, Our

House addresses the complex short- and long-term factors leading families to experience homelessness. Our House is one of the only shelter-providing agencies in metro Atlanta that serves families with newborns and young children, and one of the only agencies that prioritizes keeping families together however they may present. Families are empowered to remain together as children stay in a safe, healthy environment and parents receive access to shelter, rapid rehousing, physical and mental healthcare, nationally accredited childcare, job training, and supportive case management. Because overcoming homelessness necessitates responsive, wraparound care, we operate as a one-stop shop to provide families with the tools, resources, and support they need to achieve lasting security. ; and

**WHEREAS**, in 2024, Subrecipient was selected through a competitive application process for a funding award to provide services and programs to the citizens of Fulton County, and it has shown that it is capable of providing these services efficiently; and

**WHEREAS**, Fulton County desires to engage Subrecipient to render certain services hereinafter described herein, which is to be wholly or partially financed by ARPA funding; and

**WHEREAS**, Subrecipient desires to render such services in connection with the project as a subrecipient of the ARPA allocation, in compliance with all obligations required by this designation; and

**WHEREAS**, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to youth residents in the ARPA eligible use category of **Assistance to Unemployed Workers** (“Eligible Use”); and

**WHEREAS**, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms, obligations and conditions expressed herein.

**NOW THEREFORE**, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

## **ARTICLE I. PURPOSE AND RELATIONSHIP**

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise,

agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE II. AWARD AND SCOPE OF SERVICES**

1. Term. This Contract is effective from May 1, 2024 through August 31, 2024.
2. Award. ARPA funding in the amount of **\$35,000.00** ("Award Amount") will be provided by Fulton County to Subrecipient to provide support through the Eligible Use for individuals/families who reside in Fulton County, with such services provided for the period May 1, 2024 through August 31, 2024.
3. Disbursement. Fulton County will disburse the Award Amount in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.
4. Scope of Services. Subrecipient will provide support for individuals/families who reside in Fulton County for the purpose of the Eligible Use, in the Award Amount in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of the Award Amount.

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the

salary of an individual. All other ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s client.

5. Right to Recovery. Use of grant funds for any costs not approved by this Contract may be subject to reimbursement to Fulton County.

### **ARTICLE III. REPORTING**

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers, and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers, and other documents that relate to this Contract available at all reasonable times for inspection, review, and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Financial Reports. Subrecipient will submit a monthly progress report of assistance provided to citizens from the allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. This monthly report shall include: (i) name and address of individual receiving assistance; (ii) number of individuals in the household that is receiving assistance; (iii) type of assistance provided; and (iv) total amount of each type of assistance provided using ARPA funding. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. Subrecipient is required to attest on the monthly report that

the agency utilizes a process to assess clients for duplication of federal benefits prior to providing assistance with ARPA funding. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

3. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Contract. Fulton County shall only reimburse Subrecipient for documented expenditures incurred during the Contract Term that are: (i) reasonable and necessary to carry out the Scope of Services; (ii) documented by contracts or other evidence of liability consistent with established Fulton County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Contract.

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

4. Audited Financial Statements. If Subrecipient expends \$750,000 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.



#### **ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.**

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

#### **ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or

otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state, and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

## **ARTICLE VI. TERMINATION**

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30<sup>th</sup> day. Notice of termination shall be given to the appropriate Party at the address shown in Article VII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

## **ARTICLE VII. NOTICES**

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

**Copy to:**

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

**To Subrecipient:**

See Notice Address in Schedule 1.

**ARTICLE VIII. INSURANCE**

Subrecipient 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 cancellation 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. GENERAL PROVISIONS**

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.
4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any

other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

**(SIGNATURES ON LAST PAGE)**

**Schedule I**

**Name of Subrecipient:** Our House, Inc.

**Subrecipient's Unique Entity ID (SAM) Number:** H2D7S7CL5NL6

**Notice Address:**

173 Boulevard NE

Atlanta, Georgia 30312

**Award Amount:** \$35,000.00

**Eligible Use Category:** Assistance to Unemployed Workers

**Number of Youth to be Served:** 8

**Service Delivery Site:**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location</b>
Our House Atlanta	173 Boulevard NE	Atlanta	GA	30312	4	1,3,4,5,6

**Description of Scope of Work:** Funding must be used to support Fulton County Youth 16-24 and the minimum stipend must be no less than \$15/Hour for a minimum of 100 hours during the Term.

**Our House, Inc. shall spend the award amount for the purposes described in the following Scope of Services:**

**Description of Summer Youth Job Training Program:**

Our House is proposing a summer youth opportunity to help address shortages in the critical area of Early Childhood Education, which continues to suffer severe and negative impacts as a result of the COVID-19 pandemic. While Our House has decades of experience providing this training, for the first time we are expanding this offering to summer youth. Our House proposes to provide training for national credentialing and on-the-job training in the field of early childhood education (ECE). Participants will work toward qualification to sit for the National Child Development Associate Credential (CDA). A person with a CDA is eligible for many career paths in the early care industry and is well prepared to foster the social, emotional, physical and cognitive growth of young children. A CDA is the most recognized early career credential for early learning and its attainment advances careers, commands higher salaries, and contributes to the status of our profession.

Our House's program is unique from other employment readiness programs by offering paid job training, free childcare, comprehensive supportive services, and opportunities to increase participant employability with a formal credential, all in one program. The program has a longstanding track record of empowering clients to overcome barriers and achieve employment

and stable housing. Participants will be paid \$15 per hour for all contact and work experience hours.

Participants will also be referred to appropriate WorkSource agency so that they are able to continue their career explorations. Our House also has a computer lab on site that participants will use during the course of their work to complete assignments and write/update resumes.

**Activities and Services summer youth job training program will provide to respond to a need(s) that arose because of the COVID-19 pandemic:**

Our House's Career Explorations in Early Learning Program will provide Fulton County youth with new job-related skills, field-specific knowledge in early childhood education, the opportunity to obtain a credential, and increased financial literacy that will help them forge a career path in early childhood education. The program is unique from other employment readiness programs by offering paid job training, free childcare, comprehensive supportive services, and opportunities to increase participant marketability with a formal credential—all in one program.

The early care and education industry has and continues to be severely impacted by the COVID 19 pandemic. Nationally, child care employment has not returned to pre-pandemic levels, with significant variation at the state level. According a survey conducted by Quality Care for Children, in Georgia, more than 70 percent of child care centers experienced teacher shortages in the past three months. Close to 80 percent of programs stated they were having difficulty hiring new staff.

With our Career Explorations in Early Learning Program, Our House plans to develop a new group of individuals interested in the early care and education field. Our program will provide youth from 17-24 years of age the opportunity to work in high quality early learning settings, receive instruction that qualifies them to sit for the national child development associate credential (CDA), and receive employability skill training with a focus on professionalism, financial management and work place etiquette.

We propose a 7 week cycle that will include the 120 hours of formal instruction necessary to be eligible to take the CDA exam along with 60 hours of work experience in the classroom with young children for a total of 180 paid hours for each participant.

We propose to start the program with recruitment beginning May 28, 2024. Our first two days of service will be orientation on June 24 and June 25. Full programming will occur programming beginning June 26, 2024. The program will conclude on August 13, 2024 for a total of 7.2 weeks of service. Each week students will participate in classroom instruction and on-the-job training in classroom settings. In addition to the general employment-related skills mentioned above, the classroom instruction will cover the core technical skills required by the national council of:

- o Planning a safe and healthy learning environment
- o Advancing children's physical and intellectual development
- o Supporting children's social and emotional development
- o Building productive relationships with families
- o Managing an effective program operation
- o Maintaining a commitment to professionalism
- o Observing and recording children's behavior
- o Understanding the principles of child development and learning

Students will also receive support and instruction necessary for the completion of the CDA professional portfolio, another requirement for earning the CDA credential.

Our House will also provide wrap around support to all explorers to include child care, family advocacy and supportive services to help students overcome barriers to participation.

Our House Family Advocates provide students with individualized case management, which includes goal setting, action planning, transportation assistance, counseling services, and referrals to various community agencies. This comprehensive approach removes the obstacles faced by our participants and helps ensure their success. It benefits the community by meeting the increasing demand for trained childcare professionals while enabling participants to overcome systemic barriers, which in turn improves their long-term employability and outcomes.

Upon program completion, students who are in good standing will be assessed for placement in paid positions at Our House and other partner sites to obtain the additional classroom experience and support for the CDA exam.

Students who choose not to continue will be given resources and options from partner centers to complete the experience hours as well as access to state scholarship information for obtaining a

scholarship for the cost of the CDA exam. Our House will also continue to provide counseling to ensure students who want to take the exam are able.

Regardless of path chosen, each student will have certification for 120 hours of classwork and 60 hours of experience that will jump start their careers in early childhood education.

**Population to be served, and geographic location:**

Our House proposes to serve 15 Fulton County youth ages 17-24 who have a High School Diploma or GED. We will perform targeted recruitment in those areas in Fulton County with low educational, economic, and social outcomes. We have identified the following zip codes and surrounding areas as targeted recruitment zones based on areas where 60% or more of students enrolled in a Fulton County School are eligible for free/reduced lunch.

30344, 30349, 30213, 30291, 30354, 30350, 30342, and 30303

In addition, we will also recruit from the following High Schools who have a 60% or higher student population receiving free and reduced lunch:

Banneker High School, Tri Cities High School, Skyview High School, and Langston Hughes High School.

Finally, we will work with The Housing Authority of Fulton County's Family Self Sufficiency (FSS) Program to identify potential participants.

**ARPA Summer Youth Job Training Funding Priorities:**

Access to digital literacy/training for middle skill jobs...,In-Demand Career Exploration and re-engagement with educational systems by opportunity youth.,Training/Job Development/Employment in strategic industries which leads to self-sufficiency.,Wraparound Support to address basic needs during training.

**ARPA Summer Youth Job Training Performance Measures:**



Number of referrals to WorkSource Fulton / WorkSource Atlanta.,Number of Youth placed in paid summer job training opportunities.,Number of Youth who complete summer job training program.,Number of Youth with improved access to economic opportunities, programs and resources focused on...

**ARPA Summer Youth Job Training Program Budget:**

<b>Cost Category</b>	<b>Designation of ARPA SYJTP Funding Request</b>
<b>Administrative</b> (5% Admin max of funds awarded.)	\$1,500.00
<b>Direct Services</b>	\$33,500.00
<i>Total</i>	\$35,000.00

**Funding Details:**

Our House will use the funds in the following ways:

**Direct Services**

\$23,252.40 to support youth salaries

\$10,247.60 to support salaries for instruction, recruitment and to meet the comprehensive needs of students.

**Administrative**

\$1,500 for administrative costs.

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 **Our House, Inc.**

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

DocuSigned byName of Signatory: **Tyese L. Lawyer**  
*Tyese Lawyer* Title of Signatory: **President and CEO**  
AF2D1439B2BA44D...  
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: **Jasmine Scott**  
*Jasmine Scott* Title of 2nd Signatory: **Executive Assistant to the CEO**  
AD25EABEE2B3410...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

DocuSigned 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#: 24-0351 2ND RM: 5/15/2024
REGULAR MEETING	SECOND REGULAR MEETING

## STATE OF GEORGIA

## COUNTY OF FULTON

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor (Agency)]** Our House, Inc. \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program<sup>2</sup>, 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.

46774

EEV/Basic Pilot Program\* User Identification Number

Our House, Inc.

Name of Contractor (Agency)

BY: Authorized Signature of Officer or Agent of Contractor

President and CEO

Title of Authorized Officer or Agent of Contractor of Contractor

Tyese L. Lawyer

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 28 day of March, 2024.Notary Public: Jasmine ScottCounty: DeKalb CountyCommission Expires: August 28th 2024

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

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

## STATE OF GEORGIA

## COUNTY OF FULTON

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor (Agency)] Our House on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

46774

EEV/Basic Pilot Program\* User Identification Number of Subcontractor

N/A

Name of Subcontractor (Individual/Agency)

BY: Authorized Signature Officer or Agent of Subcontractor

President and CEO

Title of Authorized Officer or Agent of Subcontractor

Tyese L. Lawyer

Printed Name of Authorized Officer or Agent of Subcontractor

Sworn to and subscribed before me this 29 day of March, 2024.

Notary Public:

County:

Commission Expires:



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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2024

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).

<b>PRODUCER</b> Chastain & Associates Ins P.O. Box 1908  Athens GA 30603	<b>CONTACT NAME:</b> Meggan Autry <b>PHONE (A/C, No, Ext):</b> (706) 543-2575 <b>FAX (A/C, No):</b> (706) 543-4847 <b>E-MAIL ADDRESS:</b> mautry@chastain-assoc.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> GuideOne Specialty Insurance Company	
<b>INSURER B:</b> GuideOne Insurance Company	
<b>INSURER C:</b> Bridgefield Casualty Insurance Company	
<b>INSURER D:</b> Selective Insurance Company of America	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL23101941416**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	010010232	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Human Svc Prof Liab Agg \$3MM						MED EXP (Any one person)	\$ 20,000
	<input checked="" type="checkbox"/> Sexual Misconduct Liab Agg \$3MM						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	010010233	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OTHER							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	Y	Y	010010234	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 2,500							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y / N	N / A	0196-35600	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Crime/Employee Dishonesty			B6052612	07/01/2023	07/01/2024	Limit	\$400,000

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 30303-3408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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