



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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ARTICLE I - PARTIES AND TERM:

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

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

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

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

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

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Consolidated Community Services Program (CCSP)

CCSP Service Category: Children and Youth Services

CCSP Funding Priority(ies):

Children and Youth: Ensure Safety and Justice by providing alternatives to activities/contributing factors leading to unhealthy behaviors...,In school Afterschool Out of School Programs to help bring up academic...,Programs and services focusing on one or more of the six National Milestones of My Brothers Keeper...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

Boys & Girls Clubs of Metro Atlanta, Holistic Youth Development Programming in Fulton County Boys & Girls Clubs will provide services at the following locations at specified times during the contract period of **01/01/2024** through **12/31/2024**:

Service Delivery Site(s):

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
CNG at the Tuskegee Airmen Global Academy Boys & Girls Club	1626 Westhaven Drive	Atlanta	GA	30311	5	5
Jesse Draper Boys & Girls Club	1462 E Walker Avenue	College Park	GA	30337	5	5
John H. Harland Boys & Girls Club	434 Peebles Street	Atlanta	GA	30310	4	4

Name of Program Site	Program Location (complete physical address)	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location	District(s) of Fulton County Residents Served by the program (facility) location
Joseph B. Whitehead Boys & Girls Club	1900 Lakewood Avenue	Atlanta	GA	30315	5	5
Warren Boys & Girls Club	790 Berne Street	Atlanta	GA	30316	4	4
At Promise South Boys & Girls Club	836 Metropolitan Parkway	Atlanta	GA	30310	5	5
At Promise West Boys & Girls Club	740 Cameron Madison Alexander Blvd	Atlanta	GA	30318	5	5
At Promise Southwest Boys & Girls Club	2220 Campbellton Road, SW	Atlanta	GA	30311	5	5

Approach and Design:

Boys & Girls Clubs of Metro Atlanta, Holistic Youth Development Programming in Fulton County Boys & Girls Clubs will provide services to **1800** clients that reside in Fulton County, with CCSP funding.

Boys & Girls Clubs of Metro Atlanta, will provide the following activities and services in Fulton County with CCSP funding:

Specific Activities and Services

BGCMA's primary objective is to have a positive impact on the children we serve and to prepare them for life beyond our Blue Doors. Our programs reinforce what students are learning at school by engaging them in activities targeted at helping them achieve academic success and cultivating social-emotional resiliency. Combined, this provides a strong foundation for our kids to thrive. We execute our programming with well-trained youth development professionals who receive ample professional development each year in engaging, youth-focused environments designed to meet the needs of young people. Our activities and services support three funding priorities under the CCSP service category of Children and Youth Services:

Afterschool/out-of-school programs to help bring up academic and social/behavioral levels of school-aged

youth: BGCMA provides services for Fulton County that bolster academic skills and provide multiple opportunities for social-emotional learning through academics, sports, leadership clubs, and arts.

Ensure Safety and Justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth:

BGCMA ensures safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth through our high-quality out-of-school time programs, which keep kids engaged in meaningful programs that help them realize their passions and eventually, help them chart a path towards an ambitious, personally meaningful future.

Programs and Services focusing on one or more of the six National Milestones of My Brother's Keeper Alliance:

Our workforce readiness programming will support the county's economic stability by enrolling our members, which includes many boys and young men of color, in training for employment through our workforce readiness programming; this supports Milestones 3, 4 and 5--Graduating from High School Ready for College and Career, Completing Post Secondary Education or Training, and Successfully Entering the Workforce through Increased Engagement in Science, Technology, Engineering and Math, respectively. Our academic programs support progress towards Milestone 2-Reading at Grade Level by Third Grade, and our ENTIRE suite of programming supports Milestone Six, the Successful Development of Social-Emotional Competencies.

Identify how the activities and services will be accomplished

BGCMA provides rigorous programming to children and teens and accomplishes the execution of high-quality services for children and youth through the following avenues:

People: It is critical to have qualified and engaged staff to oversee programs in the Clubs. We staff each Club with a diverse group of youth development professionals, many of whom have been Club members themselves and understand the impact of the Club experience. Our team has the opportunity to advance professionally, provided through orientations, professional development training, quarterly all-staff gatherings, and direct peer-to-peer mentoring/coaching. Competitive compensation and/or benefits are provided to full AND part-time staff.

Place: Our Clubs provide welcoming, safe, and structured environments. Members can participate in rich programmatic offerings after school, during school vacations, and through the summer. Our Clubs reflect our commitment to creating environments that are youth-focused, fun, and engaging and provide exceptional resources through multiple avenues: we offer teen centers, recently updated technology labs, athletic fields, gyms and pools, food gardens, kitchens, and robust art facilities. Experiential learning is infused into all activities throughout the Club to nurture a lifelong love for learning.

Proof: Though we are an established organization with decades of experience and community involvement, we are committed to ensuring our programs are relevant and rigorous, evolving to meet the increasingly complex needs of children and teens. With a dedicated evaluation team in place, we constantly research and innovate to provide impactful, rigorous, and human-centered programming for our members. We collect qualitative and quantitative data to ensure our programs are preparing our youth to graduate on time and pursue post-secondary education. This data is tracked and measured through several systems to capture a comprehensive picture of BGCMA's success and areas for growth. Annually, Clubs develop Continuous Quality Improvement Plans that help them address areas for improvement while strengthening the more effective parts of their programs.

Proven Programming: Structured programming pathways guide our work to ensure we are helping our members develop healthy habits, strong academic skills, and leadership abilities. Normally, these encompass diverse offerings like art, summer learning loss prevention programs, sports leagues, culinary arts lessons, and leadership development clubs. Through developmentally appropriate programs, our members cultivate new skills and discover their potential as artists, confident athletes, readers, future computer coders, and community leaders.

Partnerships: We are proud of the partnerships we have cultivated, intentionally and over time, to support our programs for children and teens. From Ballet Instruction to Tech-based internships, we are supported in this work by partners across Fulton County who support our youth with time, talent, and resources.

This program addresses the Fulton County Health and Human Services Strategic Objective of helping residents realize their educational potential through our community services and library programs. This program addresses the following Fulton County Health and Human Services Key Performance Indicators based on that objective:

- Percentage of high school students who graduate on time
- Percentage of third through fifth graders who meet target reading levels
- Percentage of students overachieving each year

The proposal addresses three CCSP funding priorities as identified by the primary service category selected:

As stated in the executive summary, BGCMA will provide a diverse set of programs and opportunities to support Fulton County's funding priorities for Children and Youth, including:

1. **Afterschool/Out of School Time Programs to help bring up academic and social/behavioral levels of school-aged youth:** English Language Arts and Math proficiency will be addressed by the Academic Success activities described below; BGCMA also provides intentional coaching and programming to build social-emotional skills in our kids.
2. **Ensure safety and justice by providing alternatives to activities and contributing factors that lead to unhealthy behaviors in children and youth:** Contributing factors of unhealthy behaviors in children and youth will be addressed by the Healthy Lifestyles programs described below, as well as the Academic Success and Character and Leadership programs.
3. **Programs and Services focusing on one or more of the six National Milestones of My Brother's Keeper Alliance:** Our workforce readiness program will support the county's economic stability by enrolling our members, which includes many boys and young men of color, in training for employment; this supports Milestone 3, 4 and 5. Our academic programs support progress towards Milestone 2.

The following activities will be led by dedicated BGCMA staff at each Club; each carefully supports the three funding priorities listed above.

Academic Success: Academic Success has always been a key focus for BGCMA, encompassing traditional academic services like tutoring, academic enrichment, and the arts. Our Clubs deliver research-informed programs designed to support academic success for youth, including Project Learn (An evidence-based holistic strategy that supports student learning, intended to complement and reinforce what youth learn during the school day while creating experiences that invite them to fall in love with learning); Summer Brain Gain (an experiential learning curriculum focused on Science, Math, Technology, and Engineering) and Power Hour Tutoring (designed to provide one-on-one support for members in core subjects like reading and math).

Character and Leadership: We continue to offer our hallmark character and leadership programs as well as mentoring and volunteer opportunities: these programs include Torch and Keystone Clubs and Youth For Unity. We are also building out a civic engagement and racial equity framework to ensure that we are truly living out our new vision of developing thousands of leaders who are thriving in life and strengthening the future of their communities and the world. One shining example of our Character and Leadership work is also our Youth of the Year program: we are including a highlight [reel here](#).

Healthy Lifestyles: Healthy Lifestyle programs encompass sports, gardening, and nutrition education, as well as programs that discuss healthy relationships. All these learning opportunities are an integral part of helping our young people thrive. Traditionally, our Healthy Lifestyles programs have included both traditional and non-traditional offerings like Flag Football, Soccer, Basketball, and Tennis. Our Healthy Lifestyles programs develop the capacity of Metro Atlanta’s young people to make healthy decisions that result in social, emotional, and physical well-being. Healthy, confident kids contribute to healthy neighborhoods and thriving communities, and many of the Metro Atlanta communities we serve rely on their Clubs to provide safe, inclusive, and engaging environments for kids to learn and play. BGCMA’s Healthy Lifestyles programming addresses multiple social determinants of health—defined as the conditions in which people live, learn, work, play, and age—which profoundly influence both physical and mental outcomes.

Workforce Readiness: BGCMA’s college and career readiness (CCR) strategy allows youth to participate in developmentally appropriate programs to acquire the skills they need for their first jobs and formulate a post-graduation plan. BGCMA’s tiered approach allows young people to Explore, Develop, and Apply the knowledge, skills, and abilities needed to succeed in the world of work. Each stage has specific opportunities for academic support, soft and hard skill development, career awareness, college and career planning, and post-secondary placement support. Whether it’s a trade school, college, military enrollment, or straight to a career, we empower our youth to be ready for their next chapter. To this end, we offer programming and experiences in which our youth ages 6—18 can explore their interests and passions, develop essential 21st-century skills, apply their knowledge to real-world experiences, and ultimately pursue a post-secondary plan with ongoing support from BGCMA as they enter young adulthood.

These programs happen daily in the Clubs, after school, and during the summer. They support our agency goals, the CCSP funding priorities, AND the health and human services key performance indicators.

Additionally, BGCMA provides the following services and benefits:

Meal Program: Through collaboration with Bright from the Start, BGCMA serves meals to youth each day during out-of-school time at no cost. This is a year-round program: youth receive one meal during the academic year and two during

the summer.

Amerigroup: Understanding that an annual membership fee may be a barrier to many of the families we serve, Amerigroup has agreed to pay the annual after-school membership fee for all Fulton County Amerigroup members.

Provides more than seven instances of community collaborative relationships to assist organizations in addressing the need:

As mentioned in our schedule of activities, our program partners and collaborators across Fulton County include:

Boys & Girls Clubs of America: BGCA Curriculum for select programming.

Accenture: A partner in our workforce readiness program, providing financial and technological resources.

Amerigroup: Pays the membership cost for low-income Club members who participate in Amerigroup.

Bright from the Start: Provides snacks and meals across Fulton County Clubs

Atlanta Ballet: Dance lessons to Whitehead Club members

National Organization of Black Law

The City of Atlanta Mayor's Office: We are collaborating with the Mayor's Office on the Year of the Youth initiative. The Mayor's Office has provided funding for our Atlanta-based Clubs this year, especially related to teen programming.

Gensler Architecture: Gensler works with our members on arts and STEM-related programming.

Atlanta Committee for Progress: This year, the Atlanta Committee for Progress helped coordinate several work-based learning experiences for our members.

Atlanta Falcons Youth Foundation: Provides resources for sports programming

Kilpatrick Townsend and Chick Fi La both provide extensive support for our workforce readiness programming.

Designation of CSP Funds:

Based on the awarded amount of **\$50,000.00**, the CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

Operational Expenditures- CCSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses,

office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogs, etc.

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

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

Cost Category	Designation of CCSP Funding Award
Administrative (5% Admin max of funds awarded.)	\$0.00
Operational	\$15,000.00
Direct Services	\$35,000.00
<i>Total</i>	\$50,000.00

Explanation of Funding Details:

BGCMA provides programming to children and teens in Fulton County five days a week, 48 weeks a year—after school AND during the summer months. To meet our organizational vision— *thousands of young leaders thriving in life and strengthening the future of their communities and the world*--it is essential that our Clubs are positive, safe, and engaging environments for our members. Investment from Fulton County CSP helps BGCMA provide our Fulton County Clubs with working water, lights, air conditioning, and heating, a crucial component of making sure our Clubs are inhabitable, safe, and inviting. Funding also supports our direct work and programming with children, teens, and families. We are again asking for a grant of \$100,000 to support youth across Fulton County. We are providing a timeline for expenditures in the budget section of this RFP.

Program Performance Measures:

Boys & Girls Clubs of Metro Atlanta agrees to track and report program performance to the Fulton County Department of Community Development.

County Defined Performance Measure(s):

Children and Youth: Number of boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...,Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,Number of youth involved with or at risk for involvement with the Juvenile Justice System...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

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

Explanation of Methods and specific goals:

BGCMA will track data through the tools described below, including MyClub Hub, a centralized data repository, and the National Youth Outcomes Initiative, which gives us insight into our members' Club experience. BGCMA's goal is to capture a robust picture of our members in Fulton County, understanding their academic achievement, social-emotional growth, and the development of healthy habits.

Milestones and Supporting Schedule/Three County-Defined Performance Measures/Agency-Defined Performance Measures

Please see the goals and major milestones that correspond with both the county-defined performance measures and BGCMA's defined performance measures below. County Defined Performance Measures:

1. **Number of school-aged children benefitting from after-school/out-of-school programs to help bring up academic and social/behavioral levels:** 300 members who are public school students will be reading at grade level in 3rd, 5th, and 8th grade. Reading proficiency levels will be measured through assessments taken at the beginning and end of each school year. Assessment results will be shared with Fulton County by July 31 of each year. We can also provide insight into this metric using data from the National Youth Outcomes Initiative, as well as school data regarding suspensions, etc.
2. **Number of youth involved with or at risk for involvement with the juvenile justice system who demonstrate decreased or no delinquent behaviors:** 600 middle school and high school youth will report abstaining from the following: cigarettes, alcohol, marijuana, and sex. Surveys regarding members' engagement in risky behavior are administered at the beginning and end of each academic year. The survey results will be shared with Fulton County by July 31 of each year.
3. **Number of boys and young men of color benefitting from My Brother's Keeper Programs and services that address persistent opportunity gaps.** While we are not participating formally in My Brother's Keeper this year, our direct services address persistent opportunity gaps affecting boys and young men of color and address the My Brother's Keeper Alliance Milestones. 50+ young men in Fulton County will participate in workforce readiness opportunities, a service that addresses persistent opportunity gaps and supports members in developing a post-secondary plan, connecting them to internships and workforce skill-building workshops.

Agency Defined Performance Measure(s):

The following BGCMA ("the Agency") defined performance measures were selected to support our application and the County Defined performance measures:

1. 650 youth will attend the Fulton County Clubs named in this application three or more times per week. The number of youth who attend the Club three or more days per week is tracked daily by youth scanning a barcode on their membership card upon arrival at the Club. Membership reports will be made available to Fulton County by June 30 of each year. As stated earlier, regular attendance at the Club supports Fulton County's priority of ensuring access to social services that help them thrive by allowing more parents to gain economic stability. When parents know their child is cared for in a quality after-school program, they are free to earn a living wage. Additionally, members are developing skills over the course of many years that will support their academic success and post-secondary goals.

2. 800 youth will be on track to graduate on time. Data regarding online graduation eligibility will be determined by evaluating report cards (submitted upon enrollment in the after-school program). The progress towards our annual goal will be reported to Fulton County by October 1 of each year. An increase in the number of youth who are on track to graduate on time supports Fulton County's "all people are self-sufficient" goal of increased literacy.
3. 1,000 youth will receive a meal during the out-of-school time as part of their Club experience. Youth are given one meal during the after-school program and two meals during the summer program. The distribution of meals is tracked by our Club staff and reported to the administrative office each month. Meal distribution reports will be made available to Fulton County by the 15th of the following month. Providing a meal to youth supports Fulton County's "all people are self-sufficient" objective of reducing the percentage of individuals and families who report going a whole day during a week without food because there was not enough money for food.

Identify Specific Data Collection tools used to report progress on performance measures:

In order to effectively evaluate our program, we use the following tools:

MyClubHub: MyClubHub is a data management system designed by and for Boys & Girls Clubs organizations. Through this tool, we can collect demographic and attendance data; this is collected daily and helps us chart program “dosage” with outcomes. We can track attendance and program “dosage” through this program. Meal distribution is tracked separately, using rosters provided by our meal provider, Bright From The Start.

National Youth Outcomes Initiative: This survey, executed twice a year, assesses social and emotional health, risky behavior, satisfaction with Club programming, and community connectedness. Through this survey, BGCMA demonstrates accomplishments in members’ attitudes about their Club Experience. In Spring 2023, NYOI data indicated that:

- 87% of members said they had a fun Club experience
- 85% answered yes to the question "I feel like I belong here.”
- 95% answered yes to the statement, "The adults at this Club believe I will be a success.”
- 90% of youth believe the Club is a safe, positive environment

We are able to glean these data points, and many others, from the annual NYOI survey; this is how we track the % of youth who expect to graduate on time.

Lastly, BGCMA also offers a parent survey to get insight into our services from the perspective of the families we serve.

ADDITIONAL REQUIREMENTS

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

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

Fulton County Government.

2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.

3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).

4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.

5. Contractor agrees to comply with the Operational Specifications outlined in **2024 Consolidated Community Services Program 24RFP013124C-MH**.

6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

Reporting

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

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

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

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

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

Expenditure of Funds

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

12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00.**

(b) Upon receipt and approval of Contractor’s invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of

said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

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

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

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

ARTICLE IV - RECORD KEEPING

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

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

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

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

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

To Fulton County:

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

To Contractor:

Boys & Girls Clubs of Metro Atlanta
2880 Dresden Drive
Atlanta, Georgia 30341

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

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton

County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **01/01/2024**, and shall terminate on **12/31/2024**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

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

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

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

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

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

Contractor acknowledges that **Boys & Girls Clubs of Metro Atlanta**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

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

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

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

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

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor (Agency)] Boys & Girls Clubs of Metro Atlanta on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

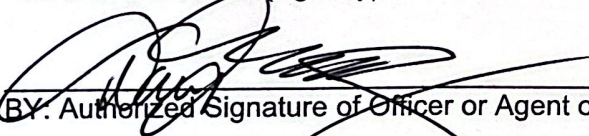
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91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

119689

EEV/Basic Pilot Program* User Identification Number

Boys & Girls Clubs of Metro Atlanta

Name of Contractor (Agency)

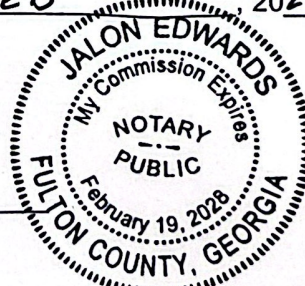

BY: Authorized Signature of Officer or Agent of Contractor

President and CEO

Title of Authorized Officer or Agent of Contractor of Contractor

David Jernigan

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this 26 day of FEB, 2024.Notary Public: Jalon EdwardsCounty: FULTONCommission Expires: 2/19/2028

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

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

#24RFP013124C-MH
2024 Consolidated Community Services 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 services³ under a contract with [insert name of prime contractor (Agency)] Boys & Girls Clubs of Metro Atlanta on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

119689

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Boys & Girls Clubs of Metro Atlanta

Name of Subcontractor (Individual/Agency)



BY: Authorized Signature Officer or Agent of Subcontractor

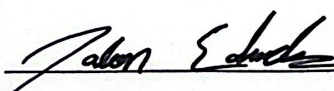
President and CEO

Title of Authorized Officer or Agent of Subcontractor

David Jernigan

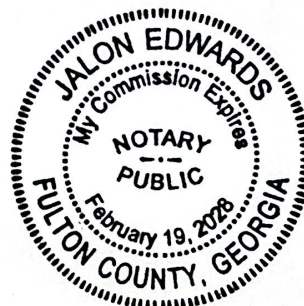
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: 

County: FULTON

Commission Expires: 2/19/2028



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

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 1825 Barrett Lakes Blvd #320 Kennesaw, GA 30144 770 429-0482	CONTACT NAME: Katrina Sciarrone CIC PHONE (A/C, No, Ext): 770 799-1602 E-MAIL ADDRESS: Katrina.sciarrone@mcgriff.com FAX (A/C, No): 8669257122														
INSURED Boys & Girls Clubs of Metro Atlanta In 2880 Dresden Drive Chamblee, GA 30341	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER B : The North River Insurance Company</td><td>21105</td></tr><tr><td>INSURER C : Carolina Mutual Insurance Company</td><td>14090</td></tr><tr><td>INSURER D : Travelers Casualty & Surety Co of Amer</td><td>31194</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 : United States Fire Insurance Company	21113	INSURER B : The North River Insurance Company	21105	INSURER C : Carolina Mutual Insurance Company	14090	INSURER D : Travelers Casualty & Surety Co of Amer	31194	INSURER E :		INSURER F :	
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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 INSR	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 <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	5069084346	01/01/2024	01/01/2025	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	5069084346	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	X		5821226739	01/01/2024	01/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC211082024	04/15/2024	04/15/2025	<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
A	Crime/EE Theft			5069084346	01/01/2024	01/01/2025	\$150,000
D	D&O/EPLI			107559026	01/01/2024	01/01/2025	\$4,000,000
	Fiduciary			107559026	01/01/2024	01/01/2025	\$1,000,000

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

Fulton County Government, its Officials, Officers and Employees.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government
141 Pryor Street 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- 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 services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) 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. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) 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 Part.

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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 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.

- 1.d. 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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
COMMERCIAL PROPERTY COVERAGE PART
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Fulton County Government	141 Pryor Street SW Atlanta, GA 30303	30
		30
		30
		30
		30

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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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 Boys & Girls Club Metro Atlanta

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

DocuSigned byName of Signatory: David Jernigan
David Jernigan
1CD1C39B7EDB435...
President & CEO
Authorized Signature

ATTEST:

ATTEST:

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

DocuSigned byName of 2nd Signatory: Michael LaMont
Michael LaMont
7739A3F0758341E...
Chief of Staff
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

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

Certificate Of Completion

Envelope Id: 32CB5F1F6C3C4E23AB25944C3DA53ECF

Status: Completed

Subject: Please DocuSign: 2024 CCSP Contract-Boys & Girls Club of Metro Atlanta-BOC Agenda#24-0350

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 35

Certificate Pages: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Signatures: 6

Initials: 0

Stamps: 1

Envelope Originator:

Cherie Williams

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlanta, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 136.55.230.223

Record Tracking

Status: Original

7/5/2024 10:58:01 PM

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: DocuSign

Signer Events

David Jernigan

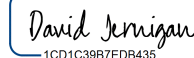
djernigan@bgcma.org

President/CEO

BGCMA

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Viewed: 8/2/2024 2:59:01 PM

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Michael LaMont

mlamont@bgcma.org

Boys & Girls Clubs of Metro Atlanta

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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ID: 8a1dcf0f-defd-4b4c-8cac-f27975ef0863

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication
(None)**Completed**

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/20/2024 3:53:59 PM ID: f1c054d9-696b-452f-bacb-b48adae2f90d	Completed Using IP Address: 24.99.91.51	Sent: 9/20/2024 3:07:10 PM Viewed: 9/20/2024 3:53:59 PM Signed: 9/20/2024 4:03:09 PM
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/20/2024 4:05:10 PM ID: dc5bf7da-cf1d-45b1-bbe4-6a1808de80d7	Signed by:  0EC92EDADEFB4B8... Signature Adoption: Pre-selected Style Using IP Address: 73.43.218.125	Sent: 9/20/2024 4:03:12 PM Viewed: 9/20/2024 4:05:10 PM Signed: 9/20/2024 4:09:08 PM
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Robert L. Pitts michael.oconnor@fultoncountyga.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	DocuSigned by:  BA715B1A26544E7... Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 9/23/2024 10:45:52 AM Viewed: 9/23/2024 10:55:02 AM Signed: 9/23/2024 10:55:10 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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.

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

To contact us by email send messages to: glenn.king@fultoncountyga.gov

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

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

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

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 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.