

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND DESTINATION TOMORROW, INC.**

THIS CONTRACT entered this 13th day of March 2024, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **DESTINATION TOMORROW, INC.**, a Foreign Nonprofit Corporation (“Destination Tomorrow”).

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

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

WHEREAS, on January 24, 2024, the Fulton County Board of Commissioners approved a \$100,000.00 increase in the FY2024 Budget for the Department of Community Development to be allocated specifically to Destination Tomorrow; and

WHEREAS, Destination Tomorrow is a foreign nonprofit company authorized to conduct business in the State of Georgia that opened its doors to the community in Atlanta, Georgia on May 2, 2022; and

WHEREAS, Destination Tomorrow is committed to addressing the HIV epidemic by promoting testing, prevention, and support services and addressing all the barriers which impede a healthy productive lifestyle for individuals; and

WHEREAS, by implementing a comprehensive Wellness Journey program, Destination Tomorrow aims to make significant strides in increasing the uptake of STI & HIV testing among the target population, reducing stigma, and improving health outcomes for individuals affected by health and wellness disparities; and

WHEREAS, the Wellness Journey program will directly support the individuals housed in the Trans Shelter located in Atlanta; and

WHEREAS, with the approval of the funding in the County’s budget, the parties require a contract (“Contract”) to memorialize the services to be performed by Destination Tomorrow for Fulton County providing this necessary funding; and

WHEREAS, Destination Tomorrow guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and

Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$100,000.00** to Destination Tomorrow to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to Destination Tomorrow per the terms and execution of this Contract is not to exceed One Hundred Thousand Dollars (**\$100,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that Destination Tomorrow agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2024, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2024, unless otherwise terminated first by the County. Destination Tomorrow shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 IMPROPER EXPENDITURES

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

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or Destination Tomorrow may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such

notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

5.3 RETURN OF UNUSED FUNDS

In the event this Contract is terminated pursuant to either Section 5.1 or 5.2 herein, Destination Tomorrow shall promptly return all unused or unencumbered funds to Fulton County. This provision shall survive termination of the Contract.

6.0 RECORDS, REPORTS AND AUDITS

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

7.0 INSPECTION OF FILES AND RECORDS

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

8.0 PUBLICITY

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

9.0 ASSIGNMENT OF CONTRACT

Destination Tomorrow shall not make any purported assignment of this Contract, any part

thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

12.0 HOLD HARMLESS/ INDEMNIFICATION

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

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

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

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

14.0 GOVERNING LAW

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, The 13th day of March, 2024.

DESTINATION TOMORROW, INC.

Attest:



Alex Santiago, Chief Operating Officer
Destination Tomorrow

(Signature)

Alex Santiago
Name (Typed or Printed)

Chief Operating Officer
Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK DESTINATION TOMORROW, INC.

In consideration of the not to exceed amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) allocated to Destination Tomorrow as part of the Fulton County Community Development Department’s FY2024 Budget, Destination Tomorrow agrees to perform the services outlined below and provide the following information:

Community Outreach and Education:

- Conducting community workshops, seminars, and awareness campaigns to educate the public about HIV & STI prevention, transmission, and the importance of testing.
- Distributing informational materials and resources in various languages to reach diverse communities.

Partnering with Healthcare Providers:

- Collaborating with local healthcare providers to integrate HIV testing into routine medical care, ensuring that testing becomes a standard practice.
- Providing training and resources to healthcare professionals on HIV testing protocols, counseling techniques, and linkage to care services.

Stigma Reduction Campaigns:

- Launching stigma reduction campaigns through media channels, social media platforms, and community events to challenge misconceptions and discrimination associated with HIV.
- Encouraging open dialogue and fostering supportive environments for individuals seeking HIV testing and care.
- Focus on campaign focus on Black & Brown cis-gender women and prep navigation.

Testing Events:

- Organizing HIV testing events in partnership with community organizations, schools, workplaces, and religious institutions to reach a wide audience.
- Offering incentives, such as gift cards or promotional items, to encourage participation and destigmatize testing.
- Testing events will also be geared around additional health disparities such as diabetes, high blood pressure, and other illnesses that affect the Black & Brown community.

Follow-up and Referral Services:

- Providing post-test counseling and support services to individuals who test positive for HIV, STI, and are at risk of other illnesses that affect the community.
- Facilitating linkage to medical care, treatment, and support groups for those diagnosed with HIV.
- Facilitating linkage to educational opportunities, employment and housing navigation.
- Case Management to support mental health and advocacy of needed individual services.

Data Monitoring and Evaluation:

- Collecting data on testing uptake, demographics, and outcomes to assess program effectiveness and identify areas for improvement.
- Conducting regular evaluations and feedback sessions with stakeholders to refine strategies and ensure program sustainability.

Timeline:

The proposed program will be implemented over a period of one year with ongoing monitoring and evaluation to track progress and outcomes.

- A. By December 31, 2024, Destination Tomorrow shall submit invoices to the County reflecting that Destination Tomorrow has utilized the County's funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Community Development/Destination Tomorrow contract/Contract - Destination Tomorrow - \\$100000_3.7.24.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Community%20Development/Destination%20Tomorrow%20contract/Contract%20-%20Destination%20Tomorrow%20-%20$100000_3.7.24.docx)