



### MEMORANDUM OF AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND GOODWILL OF NORTH GEORGIA

## I. **PURPOSE & SCOPE**

This Memorandum of Agreement establishes a partnership between Fulton County, Georgia ("Fulton County"), on behalf of Fulton County Superior Court, and Goodwill of North Georgia ("GNG") for the purpose of providing job readiness and skills training and employment services as part of the Peer and Care Expansion project (PeaCE) Project. This project is **subject** to grant funding and guidelines outlined in the Bureau of Justice Assistance ("BJA") FY24 Adult Treatment Court Program **#O-BJA-2024-171972** received by Fulton County, attached hereto as Exhibit A.

## II. **PARTNERSHIP ROLES:**

Fulton County Accountability Courts (FCAC) will do the following:

- Pre-screen participants for entry into program
- Drug screen participants
- Refer 20 people a year over the course of 4 years
- Secure and provide funding for all participants referred to programs
- Provide MARTA transportation to selected participants

GNG will do the following:

- Provide onsite job readiness classes at FCAC.
- For those interested in training programs; complete screening and assessments for suitability including drug test and criminal background checks.
- Based on initial assessment for Motivation, Reliability and Dependability (MRD assessment) determine service needed from direct job placement assistance to complete skills training and placement packages.
- Provide the agreed upon skills training per the Goodwill Catalogue: programs are updated throughout the year based on employer input so programming may change.
- Provide participants with instruction, job readiness, and training as outlined in Goodwill Catalogue.
- Provide progress reports of training program and employment outcomes to FCAC

Independent contractor status:

• It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and GNG. At all times, GNG shall be deemed to be an independent contractor and GNG is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, GNG certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

## III. PAYMENT SCHEDULE

- Each participant will receive a MRD assessment to determine services needed before enrolling into training or direct job placement as appropriate; there is no cost for the MRD assessment
- Participants may enroll and complete multiple training programs.

- \$500 to be paid by Fulton County at training program entry (for each training program entered) or for direct job placement from MRD (when employment is obtained after assessment only).
- The balance of each program cost, minus \$500 enrollment fee, will be paid by Fulton County only upon full completion of each training program when the participant ends training and begins job placement services.
- Each training program comes with job placement and retention services included.
- Not all training programs are offered at all times or at all locations

#### Training Program List:

Job Readiness Training (\$45.00 per person, per hour for six weeks)	\$ 270.00
Floor Tech/Custodial	\$5,030.00
Forklift Training	\$3,934.00
GoodBIZ	\$3,800.00
Retail/Customer Service (\$14.39 per hour x average 200 hours)	\$2,878.00
Construction	\$6,089.00
Logistics	\$6,993.00
Supply Chain Management w/3 Tracks (CDL-A, Forklift, and Customer Service Dispatch).	\$7,000.00
Maintenance	\$6,363.00
Welding	\$7,000.00
Technology Careers Program	\$7,000.00
Environmental Services	\$4,000.00
Contact Center Training	\$4,700.00

- GNG will submit an invoice to FCAC by the 15<sup>th</sup> of the following month in which benchmark (enrollment, direct job placement, or training program completion) is obtained.
- The maximum annual amount of services will not exceed \$47,089

## IV. EFFECTIVE DATE AND SIGNATURE

This agreement is duly executed by the parties beginning on the date in which it is signed by all parties, and shall remain in effect through September 30, 2025. Before the end of the agreement term, this agreement may be renewed for three one-year terms ("Renewal Terms") and/ or modified upon written mutual agreement. Fulton County, Georgia and Goodwill of North Georgia may revise agreement terms annually to ensure that it is fulfilling its purpose. However, no Renewal Term shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners and authorized by Goodwill of North Georgia. Renewal Terms shall begin on October 1st and end on September 30th, coinciding with grant funding through BJA for this project. Either organization may terminate the MOA upon thirty days (30) written notice.

This MOA is effective upon the authorized signatures of each represented organization. By signing this agreement, our organizations agree to support collaboration terms.

All notices regarding this agreement shall be writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

David Summerlin Superior Court Administrator 136 Pryor Street, SW, Suite C-640 Atlanta, GA 30303 (david.summerlin@Fultoncountyga.gov)

With a copy to: Fulton County Office of the County Attorney 141 Pryor Street, SW, Suite 4038 Atlanta, Georgia 30303 (Dominique.Martinez@fultoncountyga.gov)

Notices to Goodwill of North Georgia shall be addressed as follows: Jessica R. Williams, Director of Contracts and Grants 2201 Lawrenceville Hwy, Suite 205, Decatur Ga 30033 (jrwilliams@ging.org)

**IN WITNESS WHEREOF,** the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

# FULTON COUNTY, GEORGIA

By:

Robert L. Pitts, Chairman Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier Clerk to the Commission

APPROVED AS TO FORM

County Attorney

APPROVED AS TO CONTENT

David Summerlin, Superior Court Administrator

## **GOODWILL OF NORTH GEORGIA**

Jessica Williams, Director for Instructional Development

\*GNG is an equal opportunity employer and provider of services and prohibits discrimination and harassment of any type because of race, color, creed, religion, age, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. Partner agrees it shall not discriminate against any participant, employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.