



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 24RFP013124C-MH

2024 ARPA CONSOLIDATED COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

American Rescue Plan Act

Subrecipient Contract between Fulton County

and SwemKids International, Inc.

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

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

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

WHEREAS, on June 26, 2024, the Fulton County Board of Commissioners (“Board”) accepted as a part of the Fulton County Operational report the allocation of \$250,000.00 in American Rescue Plan Act (“ARPA”) funding (Agenda Item #24-0432) to fund eligible, unfunded 2024 Consolidated Community Services Program (“CCSP”) recommended agencies (Agenda Item #24-0350).; and

WHEREAS, SwemKids International, Inc. is an award winning, nonprofit aquatics program that provides swimming instruction, water safety programming and professional aquatics certifications for youth and adults in communities that have the highest rates of drownings. Our goal is to provide these communities with: life-saving skills to enable them to be safe in and around water; increase diversity in aquatic career professionals by providing focused training, certification and representation; and improve the relationship that these communities have with the water by increasing access, providing a safe environment and campaigns to create a welcoming and inclusive environment.; and

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

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

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

WHEREAS, the Board finds that allocating ARPA funding to Subrecipient will allow this entity to provide assistance and services to Fulton County residents in the ARPA eligible use category(ies) of: Addressing Educational Disparities, Promoting Healthy Childhood Environments(“Eligible Use”); and

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

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

ARTICLE I. PURPOSE AND RELATIONSHIP

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

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

such personnel. Subrecipient agrees to indemnify, defend and hold harmless Fulton County and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits with respect to such individual performing services under this Contract on behalf of Subrecipient. This provision shall survive the expiration or termination of this Contract.

ARTICLE II. AWARD AND SCOPE OF SERVICES

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

Subrecipient agrees that only five percent of the Award Amount may be used for administrative purposes. ARPA funding must be used for an "Eligible Use Category" cost/service for Subrecipient's client.

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

ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional

financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

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

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

2. Financial Reports. Subrecipient will submit a close out report of assistance provided to citizens from the allotment provided by Fulton County. Fulton County will provide the performance template and due date to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to impose additional reporting requirements based on the amount and nature of the award by providing these requirements to the Subrecipient in the County's discretion.

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

Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this

Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County, and Subrecipient. This provision shall survive the expiration or termination of this Contract.

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

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

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

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

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

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

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

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

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

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

ARTICLE VI. TERMINATION

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

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

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

ARTICLE VII. NOTICES

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

To Fulton County:

Fulton County Community Development Department

137 Peachtree Street SW

Atlanta, Georgia 30303

Copy to:

Office of the County Manager

141 Pryor Street, Suite 10062

Atlanta, Georgia 30303

Office of the County Attorney

141 Pryor Street, Suite 4038

Atlanta, Georgia 30303

To Subrecipient:

SwemKids International, Inc.

2106 Marshalls Ln SE

Atlanta, Georgia 30316

ARTICLE VIII. INSURANCE

Subrecipient agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The 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. GENERAL PROVISIONS

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

or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON LAST PAGE)

Schedule I

Name of Subrecipient: SwemKids International, Inc.

Subrecipient's Unique Entity ID (SAM) Number: WRFVHRUEKQQ3

SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

ARPA Consolidated Community Services Program (ARPA-CCSP)

CCSP Service Category: Economic Stability/Poverty

Eligible Use Category(ies): Addressing Educational Disparities,Promoting Healthy Childhood Environments

CCSP Funding Priority(ies):

Children and Youth: Not Applicable

Disabilities: Not Applicable

Economic Stability: Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,Improved access to economic opportunities programs/resources focused on foundational education...,Training Job Development Employment which leads to self sufficiency Ex offender support services...

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

Veterans Services: Not Applicable

SwemKids International, Inc., Aquatics Career Readiness 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
South DeKalb	2565 Snapfinger Rd	Decatur	Georgia	30034	NA	1,2,3,4,5,6
Rosel Fann Natatorium	365 Cleveland Ave	Atlanta	GA	30315	4	1,2,3,4,5,6

Approach and Design:

SwemKids International, Inc., Aquatics Career Readiness will provide services, with ARPA-CCSP funding, to 122 clients that reside in Fulton County.

SwemKids International, Inc., will provide the following activities and services in Fulton County with ARPA-CCSP funding:

SwemKids, is dedicated to providing afterschool and out-of-school programs designed to enhance the social, behavioral, and safety levels of school-aged youth. With a focus on introductory and water safety programming, as well as career exploration and job skills training, SwemKids seeks to support the funding priorities of "Children and Youth Services" and "Economic Stability/Poverty" while also addressing key performance indicators outlined by Fulton County's "Health and Human Services."

Program Activities and Services:

1. Afterschool and Out-of-School Programs:

- SwemKids will offer afterschool and out-of-school programs designed to engage school-aged youth in constructive activities aimed at improving their social and behavioral skills.
- These programs will include introductory water safety training, swim lessons, CPR/First Aid training, pediatric care education, and lifeguarding skills development.

2. Lifeguard Preparatory Academy:

- SwemKids will establish a Lifeguard Preparatory Academy aimed at providing career exploration and job skills training to youth in Fulton County.
- Participants will undergo rigorous training and preparation for lifeguard certification exams, equipping them with valuable skills for employment opportunities in lifeguarding and related fields.

3. Community Engagement and Partnership:

- SwemKids will collaborate with local organizations and institutions, including the Metro Atlanta YMCA, Agnes Scott College, and Atlanta Parks & Recreation, to utilize their facilities and resources for program delivery.
- Partnerships with organizations such as the Boys & Girls Club, Jack and Jill of America, and the Georgia Department of Education will help identify and recruit students for program participation.

4. American Red Cross Training Provider:

- As an American Red Cross Training Provider, SwemKids will offer comprehensive resources to communities to enhance safety knowledge and prevent health disparities.
- Participants will receive both virtual and in-person resources covering various topics, including learn to swim, water safety, CPR/First Aid, and lifeguarding protocols.

Alignment with Funding Priorities and Key Performance Indicators:

1. Children and Youth Services:

- SwemKids' afterschool and out-of-school programs will provide vital support to children and youth, promoting positive social and behavioral development through engaging activities and safety education.

2. Economic Stability/Poverty:

- The Lifeguard Preparatory Academy will empower youth with valuable job skills and certifications, enhancing their employability and contributing to economic stability within the community.

3. Health and Human Services Key Performance Indicators:

- SwemKids will contribute to preventing health disparities by educating residents and connecting them to available resources, thereby promoting overall well-being and safety.
- Lifeguard training and certification programs will help residents realize their educational potential by providing career pathways and opportunities for skill development.
- Through partnerships with Fulton County pools, SwemKids will support vulnerable residents by increasing career readiness and decreasing reliance on supportive housing and services.

SwemKids is committed to delivering high-impact programs and services that address the diverse needs of children and youth in Fulton County. By providing comprehensive water safety training, career exploration opportunities, and strategic partnerships with local organizations, SwemKids aims to empower youth, promote economic stability, and

contribute to the overall well-being of the community. We are grateful for the opportunity to apply for funding and look forward to making a meaningful difference in the lives of the children and youth we serve.

Designation of ARPA-CCSP Funds:

Based on the awarded amount of **\$25,000.00**, the ARPA-CCSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

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

Operational Expenditures- ARPA-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- ARPA-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 ARPA-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.)	\$1,249.50
Operational	\$1,815.25
Direct Services	\$21,935.25
<i>Total</i>	\$25,000.00

Explanation of Funding Details:

Administrative Costs (\$1,249.50):

Five percent of the requested funding will be spent on Administrative costs.

- 1.25% Level of Effort (\$637.50) for Program Manager. The Program Manager supervises lifeguard trainers, lifeguards, swimming instructors, is responsible for setting the program curriculum and program evaluation.
- 2.8% Level of Effort (\$499.50) for Scholarship Coordinator. The Scholarship Coordinator recruits and registers all scholarship eligible students, creates and delivers their equipment bags and supports their attendance during their scholarship period.
- 0.25% Level of Effort (\$112.50) for Manager of Business Operations. The Manager of Business Operations is responsible for grant management and grant reporting.

Operational Costs (\$1,815.25):

Operational costs include:

- 2.5% of the annual insurance premium (\$440.25).
- Registration software (\$500)
- Marketing and promotion (\$875)

Direct Services (\$21,935.25):

Direct Services costs include:

- Learn to Swim (LTS) Students: 16 cohorts of 5 students (80 students) – \$12,000. Each student participating in LTS will receive 4 hours of in-water beginner swimming instruction and water safety programming.
- SwemCamp 2024: SwemCamp is a 7 week fun-filled, learn to swim STEAM based swim full day swim camp (9am-5pm). Each eligible student will receive one week of full day swim camp. 17 students – \$4,250.
- Lifeguard Preparatory Academy (LPA): LPA is an 8 – week preparatory course that is taught by a certified American Red Cross Lifeguard Trainer to provide students with the minimum skills and confidence to pass the American Red Cross Lifeguard Certification Class and Exam. This is in direct

response to addressing the lifeguard shortage and need for diverse aquatics professionals by certifying youth and young adults in Fulton County. Two cohorts of 5 students (10 students) – \$1,500.

- American Red Cross (ARC) Training and Certification. Each eligible student will participate in a three day, in person, ARC lifeguard training and certification course. At the close of the course those who pass the course will receive an ARC lifeguard certification and an ARC CPR/First Aid certification. This cost includes the exam fee and all related materials. This is in direct response to addressing the lifeguard shortage and need for diverse aquatics professionals by certifying youth and young adults in Fulton County. 3 cohorts of 5 students (15 students) – \$4,185.25.

Program Performance Measures:

SwemKids International, Inc. 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 school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...

Disabilities: Not Applicable

Economic Stability: Number of individuals with improved access to economic opportunities, programs/resources focused on education...

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 ARPA-CCSP funding, during the funding period 01/01/2024 through 12/31/2024:

Our programming is guided by American Red Cross standards and research. We utilize their level 1 swimming to measure our introductory swimmers' skills. The lifeguard preparatory academy curriculum sets students up for success with skills needed to complete the lifeguard certification exam, which is, itself, a measure of success. As our primary service category, we will increase the "Number of individuals with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment." We will also increase the "Number of individuals placed in Living Wage Employment; receiving training/job development/employment support services which leads to self-sufficiency" and the "Number of individuals receiving access to and support for educational resources (GED testing, college / vocational school scholarships and partnerships)".

Agency Defined Performance Measure(s):

Learn to Swim/Water Safety Programming:

The key performance indicators that will be used to measure the success of this effort are:

- Number of elementary, middle school, and high school students who successfully pass level 1 swimming assessment by the end of the introductory lessons.
- Percentage of program participants that continue to level 2 swimming instruction.

Aquatics certifications for economic impact:

The key performance indicators that will be used to measure the success of this effort are:

- Number of lifeguard certifications of youth aged 15-18.
- Percentage of newly certified lifeguards aged 15-18 awarded employment in aquatics.


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.

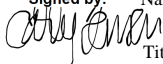
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **SwemKids International, Inc.**

DocuSigned by:

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


Signed by:  Name of Signatory: Carly Jensen
Title of Signatory: Carly Jensen
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Authorized Signature

ATTEST:

ATTEST:

DocuSigned by:

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Tonya R. Grier
Clerk to the Commission


DocuSigned by Name of 2nd Signatory: **Trish Miller**
 Title of 2nd Signatory: **CEO**
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Second Authorized Signature

(Affix County Seal)




(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:

0EC92EDADEFB4B8...
Office of the County Attorney

APPROVED AS TO CONTENT:


DocuSigned by:

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Stanley Wilson, Director
Fulton County Department of
Community Development

Please select RM or 2ND RM from the checkbox


RM

X 2ND RM

ITEM#: _____ RM: _____	ITEM#: 24-0432 2ND RM: 6/26/2024
REGULAR MEETING	SECOND REGULAR MEETING

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/06/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Sadler Insurance, div of Specialty Program Group, LLC 180 River Road, 2nd Floor , Summit, NJ, 07901			CONTACT NAME:		
			PHONE (A/C, No, Ext): 800-622-7370 FAX (A/C No): 803-256-4017		
			E-MAIL ADDRESS: sport7@sadlerco.com		
			PRODUCER CUSTOMER ID :		
			INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sports Marketing Program Management Inc. SwemKids International, Inc. PO Box 371901 Decatur, GA, 30037			INSURER A : Accelerant Specialty Insurance Company		16890
			INSURER B :		
			INSURER C :		
			INSURER D :		
			INSURER E :		
			INSURER F :		

COVERAGES		CERTIFICATE NUMBER: A-SP-SU-23-10-20-289335_E2_310015				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 (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	S0019GL000001-02	11/06/2023	11/06/2024	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE TO PREMISES RENTED (Any one premises)	\$ 300,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (any one person)	\$ 5,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY	\$ 1,000,000.00
	GENERAL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/>	N / A				WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
A	OTHER Abuse/Molestation	Y	N	S0019GL000001-02	08/14/2024	11/06/2024	Each Occurrence: \$ 1,000,000.00 Aggregate: \$ 1,000,000.00	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Endorsed Date :Aug 14 2024 12:00AM EST Liability Policy Deductible: \$0.00 Deductible for Bodily Injury and \$ 1000.00 per Property Damage Claim. ISO Occurrence form CG 00 01 04 13 and company's specific forms. Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to (continued on next page)								

CERTIFICATE HOLDER		CANCELLATION	
Fulton County 141 Pryor St. SW Atlanta, GA, 30303		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE  Mark Di Perno	

AGENCY Sadler Insurance, div of Specialty Program Group, LLC		NAMED INSURED SwemKids International, Inc.
POLICY NUMBER S0019GL000001-02		
CARRIER Accelerant Specialty Insurance Company	NAIC CODE 16890	PO Box 371901 Decatur, GA, 30037
		EFFECTIVE DATE: 11/06/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
RE: Registered Swimming participants: 11/06/2023 - 11/06/2024;

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C, No, Ext): 888-289-2939 FAX (A/C, No): E-MAIL ADDRESS: certs@apintego.com																						
INSURED SwemKids International, Inc. PO Box 371901 Decatur GA		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td colspan="2">INSURER A : Technology Insurance Company</td><td>42376</td></tr><tr><td colspan="2">INSURER B :</td><td></td></tr><tr><td colspan="2">INSURER C :</td><td></td></tr><tr><td colspan="2">INSURER D :</td><td></td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Technology Insurance Company		42376	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A : Technology Insurance Company		42376																						
INSURER B :																								
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES


CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <div><div><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</div>	<input type="checkbox"/>	<input type="checkbox"/>				<div>EACH OCCURRENCE \$</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</div> <div>MED EXP (Any one person) \$</div> <div>PERSONAL & ADV INJURY \$</div> <div>GENERAL AGGREGATE \$</div> <div>PRODUCTS - COMP/OP AGG \$</div> <div></div>
	AUTOMOBILE LIABILITY <div><div><input type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input type="checkbox"/> HIRED AUTOS</div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS</div></div>	<input type="checkbox"/>	<input type="checkbox"/>				<div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div></div>
	UMBRELLA LIAB EXCESS LIAB <div><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</div> <div>DED <input type="checkbox"/> RETENTION \$</div>	<input type="checkbox"/>	<input type="checkbox"/>				<div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div> <div></div>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<div>Y / N <input type="checkbox"/></div>	<div>N / A <input type="checkbox"/></div>	TWC4417839	05/07/2024	05/07/2025	<div><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 100,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 100,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 500,000</div>
		<input type="checkbox"/>	<input type="checkbox"/>				

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

CERTIFICATE HOLDER Fulton County 141 Pryor Street Southwest Atlanta GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Trish Miller <tmiller@swemkids.com>

FW: 2024 ARPA CCSP C.O.I.- SwemKids

15 messages

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

Wed, Jul 31, 2024 at 1:16 PM

To: Trish Miller <tmiller@swemkids.com>, Carly Jensen <cjensen@swemschool.com>

Good afternoon

Please see the following email below per waiver request from Cherie Williams. I have summarized the email but its entirety is below.

- 1. Auto and Umbrella waivers are approved. Please attach a copy of personal car insurance for staff that utilizes their personal vehicles for program/service delivery**
- 2. Please secure abuse/molestation coverage between \$200K-\$500K.**
- 3. Please request insurance for workers compensation for 3 or more full-time employees. Another waiver will be required if this does not apply.**

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>

Sent: Wednesday, July 31, 2024 1:05 PM

To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

Subject: RE: 2024 ARPA CCSP C.O.I.- SwemKids

Hi Deedee,

Based on the current COI and the waivers requested, please see the following:

- Auto policy - we do not own vehicles
 - Auto Liability waiver request **approved**; however, if the SwemKids **staff utilizes their personal vehicles for program/service delivery** of the 2024 CCSP-funded program **a copy of each staff member's auto insurance policy is required** with the COI document.
- Umbrella policy requirement - we carry a \$3M policy and that has been sufficient for our past Fulton County grants
 - Umbrella policy waiver request is **approved**.
- Molestation policy - we currently carry \$100K for this policy. We are asking if this could be sufficient for this grant.
 - The current COI shows \$25k/\$50K which doesn't satisfy the minimum requirement \$1MIL. If the minimum is cost prohibitive, they may secure abuse/molestation coverage between \$200K-\$500K.

This policy does not show Workmen's Comp coverages that are required for entities of 3 or more full-time employees. If Swemkids does not have the three full-time employees a wavier request is required.

Please note, agencies may apply reasonable costs to secure the COI coverages to the funding award under Operational Costs.

As evidence of the waivers outlined above, please ask the agency to attach this email to the final COI and upload to WebGrants as one document.

Thank you!

Cherie Williams

Program Manager

Youth and Community Services Division | Department of Community Development

404-612-5348 (office) | 404-612-1109 (efax)

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From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Wednesday, July 31, 2024 12:52 PM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: RE: 2024 ARPA CCSP C.O.I.

C.O.I. attached

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Wednesday, July 31, 2024 12:46 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Subject: RE: 2024 ARPA CCSP C.O.I.

Hi Deedee,

Do they have a COI document so that the request for waivers can be reviewed in totality of the current coverages?

For auto liability, if the SwemKids staff utilizes their personal vehicles for program/service delivery of the 2024 CCSP-funded program a copy of each staff member's auto insurance policy is required with the COI document.

Thank you!

Cherie Williams

Program Manager

Youth and Community Services Division | Department of Community Development

404-612-5348 (office) | 404-612-1109 (efax)

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From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Wednesday, July 31, 2024 9:46 AM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: FW: 2024 ARPA CCSP C.O.I.

Good morning,

Please see below the following request for waivers.

From: Trish Miller <tmiller@swemkids.com>
Sent: Wednesday, July 31, 2024 9:40 AM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>
Subject: Re: 2024 ARPA CCSP C.O.I.

Hi Dionne, we don't currently carry an umbrella policy because it's never been a requirement since our general liability policy tends to be higher than minimum requirements at \$3M. I'm requesting that we receive an exemption and not be required to also have an umbrella policy, similar to our last Fulton County grant.

-Trish

On Wed, Jul 31, 2024 at 9:34 AM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good morning,

Before I forward the email. The umbrella policy was missing from the C.O.I. document. There was no amount to review. Are you asking is \$3 million enough before you add it?

From: Trish Miller <tmiller@swemkids.com>
Sent: Tuesday, July 30, 2024 11:30 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>
Subject: Re: 2024 ARPA CCSP C.O.I.

Hi Dionne,

Thank you for today's conversation. As discussed, SwemKids International, Inc. would like to request an insurance exemption for the following:

- Auto policy - we do not own vehicles
- Umbrella policy requirement - we carry a \$3M policy and that has been sufficient for our past Fulton County grants
- Molestation policy - we currently carry \$100K for this policy. We are asking if this could be sufficient for this grant.

We appreciate your consideration and we are happy to answer questions you may have.

-Trish

On Tue, Jul 30, 2024 at 11:50 AM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Thank you. You can call me at 14043754799

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From: Trish Miller <tmiller@swemkids.com>
Sent: Tuesday, July 30, 2024 10:01:01 AM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Carly Jensen <cjensen@swemschool.com>
Subject: Re: 2024 ARPA CCSP C.O.I.

Good morning, Dionne,

Thank you for your message. There are a few things that were requested that do not apply to us. Do you have a moment for a phone call today to discuss?

-Trish

On Tue, Jul 30, 2024 at 9:21 AM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good morning,

I received an email stating you are requesting an extension on the C.O.I. Do you know when the insurance company will have the document ready for you to upload into Web Grant?

Dionne (Deedee) Ferrell

Youth Program Coordinator

Youth and Community Services Division

Department of Community Development

404-375-4799 (office)

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Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

Tue, Aug 13, 2024 at 3:07 PM

To: Trish Miller <tmiller@swemkids.com>, Carly Jensen <cjensen@swemschool.com>

Good afternoon,

Please provide an update for your 2024 ARPA CCSP C.O.I. document.

[Quoted text hidden]

Carly Jensen <cjensen@swemschool.com>

Wed, Aug 14, 2024 at 9:59 AM

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

Cc: Trish Miller <tmiller@swemkids.com>

Hi Dionne,

We requested the updated coverage from our insurance company last week, who said they'd get it finalized with the carrier. We have not heard back yet. I did reach out for a follow-up yesterday and will keep you posted.

Best,
Carly

[Quoted text hidden]

--



Carly Jensen

Manager of Business Operations



✉ cjensen@swemschool.com ☎ 678-247-4599 Ext:103

🌐 www.swemschool.com 📍 Atlanta, Georgia

Carly Jensen <cjensen@swemschool.com>

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

Cc: Trish Miller <tmiller@swemkids.com>

Fri, Aug 16, 2024 at 5:53 PM

Hi Dionne,

Please see the attached COI.

Best,
Carly

[Quoted text hidden]



Fulton COI.pdf

446K

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>

To: Carly Jensen <cjensen@swemschool.com>

Cc: Trish Miller <tmiller@swemkids.com>

Mon, Aug 19, 2024 at 10:06 AM

Good morning,

After review of the C.O.I. document, I do not see Workers Compensation on the form.

From: Carly Jensen <cjensen@swemschool.com>
Sent: Friday, August 16, 2024 5:54 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Trish Miller <tmiller@swemkids.com>
Subject: Re: 2024 ARPA CCSP C.O.I.- SwemKids

[Quoted text hidden]

Trish Miller <tmiller@swemkids.com>
To: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>


Mon, Aug 19, 2024 at 2:39 PM

Hi Dionne,

Please find the Workers Compensation certificate attached. Happy to answer any additional questions!

-Trish

[Quoted text hidden]

 **SwemKids_International__Inc._AC25_Certificate_2024-08-19.pdf**
976K

Trish Miller <tmiller@swemkids.com>
To: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>

Sun, Aug 25, 2024 at 6:44 PM

Hi Dionne, I wanted to follow up to see if you have everything needed.

Thanks,
Trish

[Quoted text hidden]

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
To: Trish Miller <tmiller@swemkids.com>
Cc: Carly Jensen <cjensen@swemschool.com>

Mon, Aug 26, 2024 at 10:07 AM

Good morning,

Please upload the C.O.I. to WebGrant and submit so that I can review all the documents as one. If waivers were approved please attach the waivers to the bottom of the C.O.I. documents and upload all as one document.

From: Trish Miller <tmiller@swemkids.com>
Sent: Sunday, August 25, 2024 6:45 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>
Subject: Re: 2024 ARPA CCSP C.O.I.- SwemKids

[Quoted text hidden]

Trish Miller <tmiller@swemkids.com>
To: Carly Jensen <cjensen@swemschool.com>

Mon, Aug 26, 2024 at 6:27 PM

Are you able to take care of this for us?

[Quoted text hidden]

Carly Jensen <cjensen@swemschool.com>
To: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>
Cc: Trish Miller <tmiller@swemkids.com>

Tue, Aug 27, 2024 at 12:37 PM

Hi Dionne,

This has been submitted.

Best,
Carly

[Quoted text hidden]

Carly Jensen <cjensen@swemschool.com>
To: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>
Cc: Trish Miller <tmiller@swemkids.com>

Tue, Aug 27, 2024 at 3:29 PM

Hi Dionne,

Is there someone we can schedule a meeting with to discuss this? Our submission was rejected.

Best,
Carly



Carly Jensen

Manager of Business Operations



cjensen@swemschool.com 678-247-4599 Ext:103

www.swemschool.com Atlanta, Georgia

[Quoted text hidden]

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
To: Carly Jensen <cjensen@swemschool.com>
Cc: Trish Miller <tmiller@swemkids.com>

Tue, Aug 27, 2024 at 3:55 PM

Are you able to call me now

[Get Outlook for iOS](#)

From: Carly Jensen <cjensen@swemschool.com>
Sent: Tuesday, August 27, 2024 3:29:42 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Trish Miller <tmiller@swemkids.com>
Subject: Re: 2024 ARPA CCSP C.O.I.- SwemKids

[Quoted text hidden]

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
To: Carly Jensen <cjensen@swemschool.com>
Cc: Trish Miller <tmiller@swemkids.com>

Tue, Aug 27, 2024 at 4:02 PM

Hello,

I rejected the scope for the following reasons.

1. Please have Fulton County on the C.O.I. documents as the policy holder.
2. If you received approval for waivers, all waivers must be attached to the C.O.I document.
3. If an automobile waiver was approved, please upload a copy of your personal car insurance.

This information should be uploaded as one document. For example.

The C.O.I. documents are first, the emails approving the waivers are next and then the personal car insurance. Scan as one file into Web Grant and then email me once this is complete.

Thank you

From: Carly Jensen <cjensen@swemschool.com>
Sent: Tuesday, August 27, 2024 3:30 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Trish Miller <tmiller@swemkids.com>
Subject: Re: 2024 ARPA CCSP C.O.I.- SwemKids

Hi Dionne,

[Quoted text hidden]

Trish Miller <tmiller@swemkids.com>
To: "Ferrell, Dionne" <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>

Tue, Aug 27, 2024 at 4:04 PM

Hi Dionne, what's the best number to reach you?

-Trish

[Quoted text hidden]

Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
To: Trish Miller <tmiller@swemkids.com>
Cc: Carly Jensen <cjensen@swemschool.com>

Wed, Aug 28, 2024 at 9:19 AM

Good morning,

My number is 404-375-4799

From: Trish Miller <tmiller@swemkids.com>
Sent: Tuesday, August 27, 2024 4:04 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Cc: Carly Jensen <cjensen@swemschool.com>
Subject: Re: 2024 ARPA CCSP C.O.I.- SwemKids

[Quoted text hidden]

Fold here

Cut along edge



Allstate.

Please use the printed Insurance Cards below.

Please use the printed Insurance Cards below.

Georgia Insurance Policy
Information Card

Allstate.

Allstate Property and Casualty Insurance Company
POLICY NUMBER
821 338 582
EFFECTIVE DATE
04/24/24
EXPIRATION DATE
10/24/24

Trish Miller
2106 Marshalls Ln SE
Atlanta GA 30316-2825

YEAR / MAKE / MODEL
2010 Ford Truck Ranger
VEHICLE ID NUMBER
1FTKR1ED9APA32910

The current status of actual motor vehicle liability insurance coverage is maintained by the GA DMVS and is accessible to law enforcement agencies upon a check of the vehicle registration.

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your Allstate agent as soon as possible.

Nerzana Bibic
(770) 936-0300
1692 Oak Rd
Snellville, GA 30078-2200

KEEP THIS CARD IN YOUR MOTOR VEHICLE WHILE IN OPERATION

Georgia Insurance Policy
Information Card

Allstate.

Allstate Property and Casualty Insurance Company
POLICY NUMBER
821 338 582
EFFECTIVE DATE
04/24/24
EXPIRATION DATE
10/24/24

Trish Miller
2106 Marshalls Ln SE
Atlanta GA 30316-2825

YEAR / MAKE / MODEL
2024 BMW X6
VEHICLE ID NUMBER
5UX33EX06R9V57459

The current status of actual motor vehicle liability insurance coverage is maintained by the GA DMVS and is accessible to law enforcement agencies upon a check of the vehicle registration.

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your Allstate agent as soon as possible.

Nerzana Bibic
(770) 936-0300
1692 Oak Rd
Snellville, GA 30078-2200

KEEP THIS CARD IN YOUR MOTOR VEHICLE WHILE IN OPERATION

Georgia Insurance Policy
Information Card

Allstate.

Allstate Property and Casualty Insurance Company
POLICY NUMBER
821 338 582
EFFECTIVE DATE
04/24/24
EXPIRATION DATE
10/24/24

Trish Miller
2106 Marshalls Ln SE
Atlanta GA 30316-2825

YEAR / MAKE / MODEL
2014 Nissan Altima
VEHICLE ID NUMBER
1N4AL3APOEC113726

The current status of actual motor vehicle liability insurance coverage is maintained by the GA DMVS and is accessible to law enforcement agencies upon a check of the vehicle registration.

If you have an accident or loss:

- Get medical attention if needed.
- Notify the police immediately.
- Obtain names, addresses, phone numbers (work & home) and license plate numbers of all persons involved, including passengers and witnesses.
- Call 1-800-ALLSTATE (1-800-255-7828), logon to allstate.com or contact your Allstate agent as soon as possible.

Nerzana Bibic
(770) 936-0300
1692 Oak Rd
Snellville, GA 30078-2200

KEEP THIS CARD IN YOUR MOTOR VEHICLE WHILE IN OPERATION

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)]** Swemkids International, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² 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.

1610054
EEV/Basic Pilot Program* User Identification Number

Swemkids International, Inc.
Name of Contractor (Agency)

[Signature]
BY: Authorized Signature of Officer or Agent of Contractor

CEO
Title of Authorized Officer or Agent of Contractor of Contractor

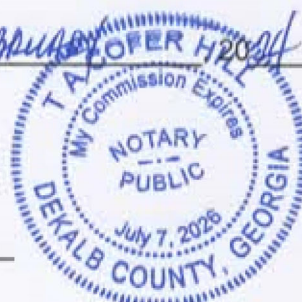
Trish P. Miller
Printed Name of Authorized Officer or Agent of Contractor

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

Notary Public: [Signature]

County: DEKALB

Commission Expires: 07/07/2026



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].

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)]** Swemkids International, Inc. 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.

1610054

EEV/Basic Pilot Program* User Identification Number of Subcontractor

Swemkids International, Inc.
Name of Subcontractor (Individual/Agency)

[Signature]
BY: Authorized Signature Officer or Agent of Subcontractor

CEO
Title of Authorized Officer or Agent of Subcontractor

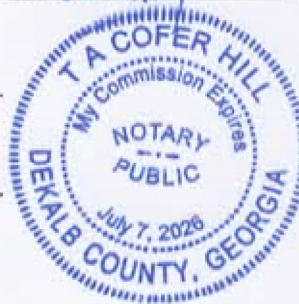
Trish P. Miller
Printed Name of Authorized Officer or Agent of Subcontractor

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

Notary Public: [Signature]

County: DeKalb

Commission Expires: 07/07/2026



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].

Certificate Of Completion

Envelope Id: 410957CF68214B788D7E7ED185D4C03D

Status: Completed

Subject: Please DocuSign: 2024 ARPA-CCSP Contract-SwemKids International, Inc.-BOC Agenda#24-0432 & #24-0350

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 35

Certificate Pages: 7

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Signatures: 6

Initials: 0

Stamps: 1

Envelope Originator:

Carlos S. Thomas

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlanta, GA 30303

carlos.thomas@fultoncountyga.gov

IP Address: 73.106.219.199

Record Tracking

Status: Original

9/3/2024 11:47:44 AM

Holder: Carlos S. Thomas

carlos.thomas@fultoncountyga.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: DocuSign

Signer Events

Carly Jensen

cjensen@swemschool.com

Manager of Business Operations

SwemKids International, Inc.

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

Signed by:



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Signature Adoption: Drawn on Device

Using IP Address: 73.127.12.228

Signed using mobile

Timestamp

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Electronic Record and Signature Disclosure:

Accepted: 9/5/2024 12:34:49 PM

ID: 15091f35-658a-40cc-a229-b2157af70599

Trish Miller

tmiller@swemkids.com

CEO

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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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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Stanley Wilson

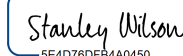
Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication
(None)

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

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

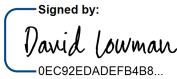
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David Lowman
David.Lowman@fultoncountyga.gov
Security Level: Email, Account Authentication (None)

Signed by:

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Signature Adoption: Pre-selected Style
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Nikki Peterson
nikki.peterson@fultoncountyga.gov
Chief Deputy Clerk to the Board of Commissioners
Fulton County Government
Security Level: Email, Account Authentication (None)

Completed

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

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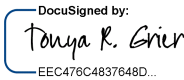

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tonya R. Grier
tonya.grier@fultoncountyga.gov
Clerk to the Commission
Fulton County
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signer Events	Signature	Timestamp
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Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/5/2024 12:07:09 PM Resent: 9/19/2024 5:52:19 PM
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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..

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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

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