

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 25RFP020325C-MH

2025 COMMUNITY SERVICES PROGRAM

FOR

DEPARTMENT OF COMMUNITY DEVELOPMENT

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into this **1st day of January 2025**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as "Fulton County" or "County"), a political subdivision of the State of Georgia, acting by and through its Community Development Department's Youth and Community Services Division ("YCS"), and **Boys & Girls Clubs of Metro Atlanta** (hereinafter referred to as "Contractor"), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the "Parties").

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on May 21, 2025, BOC#25-0398.

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

INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

ARTICLE 4. RECORD KEEPING

ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. <u>INDEPENDENT CONTRACTOR STATUS</u>

ARTICLE 8. INSURANCE

ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton

County to render the services as hereinafter defined and required; to perform such services in a manner

and to the extent required by the parties herein; and as may be hereafter amended or extended in writing

by mutual agreement of the parties.

The Chairperson of the Board of Directors for the Contractor or authorized representative

(hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf

of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's

sovereign immunity or any individual's official or qualified good faith immunity.

This Agreement will remain in effect from 01/01/2025, until midnight 12/31/2025.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder

on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to

avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Community Services Program (CSP)

CSP Service Category: Children and Youth Services

CSP Funding Priority(ies):

Children and Youth: 0.0

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

3

Boys & Girls Clubs of Metro Atlanta, Youth Development Programming at the Boys & Girls Clubs of Metro Atlanta will provide services at the following locations at specified times during the contract period of 01/01/2025 through 12/31/2025:

Start and end date of programming for which CSP funds will be used:

Start date: 01/01/2025

End date: 12/31/2025

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
Jesse Draper Boys & Girls Club	1462 E Walker Avenue	College Park	GA	30337	5	5
John H. Harland Boys & Girls Club	434 Peeples Street	Atlanta	GA	30310	4	4
Joseph B. Whitehead Boys & Girls Club	1900 Lakewood Avenue	Atlanta	GA	30315	5	5
Warren Boys & Girls Club	790 Berne Street	Atlanta	GA	30316	4	4
At Promise South Boys & Girls Club	836 Metropolitan Parkway	Atlanta	GA	30310	5	5
At Promise West Boys & Girls Club	740 Cameron Madison Alexander Blvd	Atlanta	GA	30318	5	5

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
At Promise Southwest	2220 Cambellton Road SW	Atlanta	GA	30311	5	5

Approach and Design:

Boys & Girls Clubs of Metro Atlanta, Youth Development Programming at the Boys & Girls Clubs of Metro Atlanta will provide services to 1785 clients that reside in Fulton County, with CSP funding.

Boys & Girls Clubs of Metro Atlanta, Youth Development Programming at the Boys & Girls Clubs of Metro Atlanta will provide the following activities and services in Fulton County with CSP funding:

SPECIFIC ACTIVITIES AND SERVICES

BGCMA's primary objective is to have a positive impact on the children we serve and to prepare them for life beyond our Blue Doors. Our programs in Academic Success, Character and Leadership and Healthy Lifestyles (offered after school AND during the summer) reinforce what students are learning at school by engaging them in activities targeted at helping them achieve academic success, while cultivating leadership skills and the skills to make healthy choices. Combined, this provides a strong foundation for our kids to thrive. We execute our programming with well-trained youth development professionals who receive ample professional development each year in engaging, youth-focused environments designed to meet the needs of young people. Our activities and services support three funding priorities under the CSP service category of Children and Youth Services:

Afterschool/out-of-school programs to help bring up academic and social/behavioral levels of school-aged youth: BGCMA provides services for Fulton County that bolster academic skills and provide multiple opportunities for learning through academics, sports, leadership clubs, and arts.

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

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

IDENTIFY HOW SERVICES AND ACTIVITIES WILL BE ACCOMPLISHED

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

People: Our Clubs are staffed by highly trained youth development professionals, many of whom have been Club members themselves and understand the impact of the Club experience. Our team has the opportunity to advance professionally, provided through orientations, professional development training, quarterly all-staff gatherings, and direct peer-to-peer mentoring/coaching. Competitive compensation and/or benefits are provided to full AND part-time staff.

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

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

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

leaders.

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

HEALTH AND HUMAN SERVICES KEY PERFORMANCE INDICATORS

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

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

CSP FUNDING PRIORITIES

The proposal addresses three CSP funding priorities as identified by the primary service category selected, Children and Youth Services. As stated in the executive summary, BGCMA will provide a diverse set of programs and opportunities to support Fulton County's funding priorities for Children and Youth, including:

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

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

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

Character and Leadership: We continue to offer our hallmark character and leadership programs as well as mentoring and volunteer opportunities: these programs include Torch and Keystone Clubs and Youth For Unity. One shining example of our Character and Leadership work is also our Youth of the Year program: we are including a highlight reel here.

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

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

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

COLLABORATIVE PARTNERSHIPS

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

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

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

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

Zoo Atlanta and the Coca Cola Roxy: Venues that support us by providing space for major fundraisers.

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

Atlanta Ballet: Dance lessons to Whitehead Club members.

National Organization of Black Law

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

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

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

Atlanta Falcons Youth Foundation: Provides resources for sports programming and nutrition programming.

Kilpatrick Townsend and Chick Fil A both provide extensive support for our workforce readiness programming.

Designation of CSP Funds:

Based on the awarded amount of <u>\$40,000.00</u>, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

Administrative Expenditures CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (Note: Not more than 5% of total grant award can be used for administrative costs.)

Operational Expenditures- CSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: auditor, grant writer, consultants, insurance office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogs, etc. Not to include indirect or direct personnel expenses. (Note: Not more than 25% of total grant award can be used for operational expenditures.)

Direct Service Expenditures- CSP 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, participant's 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).

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of CSP Funding Award
Administrative (5% Admin max of total funds awarded.)	\$0.00
Operational (25% Operational max of total funds awarded.)	\$12,000.00
Direct Services	\$28,000.00
Total	\$40,000.00

Explanation of Funding Details:

HOW REQUESTED FUNDING WILL BE SPENT

Requested funding will support personnel, program supplies, field trips, expanded learning experiences, and occupancy costs, ensuring high-quality programming and impactful experiences for participants.

BREAKDOWN OF FUNDS DURING PERFORMANCE PERIOD

PERFORMANCE PERIOD 1

January

Operational 2,500

Direct Services 5,833.33

February

Operational 2,500 Direct Services 5,833.33

Operational 2,500 Direct Services 5,833.33

Operational 2,500 Direct Services 5,833.33

March

April

May Operational 2,500 Direct Services 5,833.33
June Operational 2,500 Direct Services 5,833.33
PERFORMANCE PERIOD 2
July Operational 2,500 Direct Services 5,833.33
August Operational 2,500 Direct Services 5,833.33
September Operational 2,500 Direct Services 5,833.33
October Operational 2,500 Direct Services 5,833.33
November Operational 2,500 Direct Services 5,833.33
December Operational 2,500 Direct Services 5,833.33
HOW THE REQUESTED FUNDING SUPPORTS PROPOSED NEED

BGCMA is proud to be one of the only out-of-school time providers in Atlanta, serving a majority of low-income families during after-school and summer programming. Each year, BGCMA spends approximately \$5,000 on each child served at a Club. Families pay between \$60-\$135 per year. No child is turned away due to their inability to pay. Operating support is particularly important to BGCMA, which is the only nonprofit of its size in Metro Atlanta that raises over \$19,000,000 each year through foundations, corporations, government entities, civic groups, and individuals. While other organizations of our size rely on membership fees or other revenue streams, our resource development team raises these additional funds each year so that we may keep costs low for members and reach the children who need us most and who are often the least able to pay any membership fee for after school care. Collectively, the funds we raise are spent on staff training, program supplies, college scholarships, and tours, occupancy costs (internet, utilities, rent, landscaping, janitorial, and maintenance), transportation to the Clubs (under normal circumstances), healthy food, administrative costs (i.e. HR, payroll, support staff), and program staff.

Program Performance Measures:

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

County Defined Performance Measure(s):

Children and Youth: 3. Number of school-aged youth engaged in/benefiting from In school/ Afterschool/ Out of School Programs...,7. Number of boys/young men of color benefiting from My Brother's Keeper (MBK) Alliance six National Milestones...

Disabilities: Not Applicable

Economic Stability: Not Applicable

Health and Wellness: Not Applicable

Homelessness: Not Applicable

Senior Services: Not Applicable

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

the funding period 01/01/2025 through 12/31/2025:

EXPLANATION OF METHODS TO ACHIEVE COUNTY DEFINED PERFORMANCE MEASURES

BGCMA will use our proprietary programming to support achievement related to County-Defined performance measures. Our programs, designed for youth ages 6-18, are informed by research and tailored to engage young people in meaningful learning experiences that foster academic success, healthy lifestyles, and strong character and leadership skills. Through evidence-based curricula such as Project Learn, Summer Brain Gain, and Power Hour Tutoring, we help students build academic confidence and stay on track for graduation. Our Healthy Lifestyles initiatives promote physical, social, and emotional well-being through sports, nutrition education, and recreational opportunities that address key social determinants of health. In addition, our character and leadership programs, including Torch and Keystone Clubs, develop young leaders who contribute positively to their communities. We also provide a comprehensive college and career readiness strategy that equips youth with essential skills, career exploration opportunities, and post-secondary planning support to ensure their success beyond high school.

MILESTONES

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

- 1. Number of school-aged children benefitting from after-school/out-of-school programs to help bring up academic and social/behavioral levels: 350 members who are public school students will be reading at grade level in 3rd, 5th, and 8th grade. Reading proficiency levels will be measured through assessments taken at the beginning and end of each school year. Assessment results will be shared with Fulton County by July 31 of each year. We can also provide insight into this metric using data from the National Youth Outcomes Initiative, as well as school data regarding suspensions, etc.
- 2. Number of youth involved with or at risk for involvement with the juvenile justice system who demonstrate decreased or no delinquent behaviors: 700 middle school and high school youth will report abstaining from the following: cigarettes, alcohol, marijuana, and sex. Surveys regarding members' engagement in risky behavior are administered at the beginning and end of each academic year. The survey results will be shared with Fulton County by July 31 of each year.
- 3. Number of boys and young men of color benefitting from My Brother's Keeper Programs and services that address persistent opportunity gaps. While we are not participating formally in My Brother's Keeper this year, our direct services address persistent opportunity gaps affecting boys and young men of color and address the My Brother's Keeper Alliance Milestones. 50+ young men in Fulton County will participate in workforce readiness opportunities, a service that addresses persistent opportunity gaps and supports members in developing a post-secondary plan, connecting them to internships and workforce skill-building workshops.

DATA COLLECTION TOOLS

BGCMA will track data through the tools described below, including MyClub Hub, a centralized data repository, and the National Youth Outcomes Initiative, which gives us insight into our members' Club experience. The NYOI assesses social and emotional health, health-related behaviors, program quality, satisfaction with Club programming, and community connectedness. The results from the NYOI help us measure our members' Club Experience, which is associated with daily attendance and achieving other positive youth outcomes. Club experience is measured by assessing members' sense of Emotional Safety, Physical Safety, Fun, Sense of Belonging, Adult Connections, Staff Expectations and Recognition. The NYOI also measures members' habits related to healthful eating and exercise through a number of questions related to "physical well-being."

BGCMA's goal is to capture a robust picture of our members in Fulton County, understanding their academic achievement, the development of healthy habits, and the ways they are developing character and leadership skills.

Agency Defined Performance Measure(s):

EXPLANATION OF METHODS TO ACHIEVE AGENCY-DEFINED PERFORMANCE MEASURES

BGCMA will use our proprietary programming to support achievement related to County-Defined performance measures. Our programs, designed for youth ages 6-18, are informed by research and tailored to engage young people in meaningful learning experiences that foster academic success, healthy lifestyles, and strong character and leadership skills. Through evidence-based curricula such as Project Learn, Summer Brain Gain, and Power Hour Tutoring, we help students build academic confidence and stay on track for graduation. Our Healthy Lifestyles initiatives promote physical, social, and emotional well-being through sports, nutrition education, and recreational opportunities that address key social determinants of health. In addition, our character and leadership programs, including Torch and Keystone Clubs, develop young leaders who contribute positively to their communities. We also provide a comprehensive college and career readiness strategy that equips youth with essential skills, career exploration opportunities, and post-secondary planning support to ensure their success beyond high school.

AGENCY DEFINED PERFORMANCE MEASURES

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

1. 650 youth will attend the Fulton County Clubs named in this application three or more times per week. The number of youth who attend the Club three or more days per week is

tracked daily by youth scanning a barcode on their membership card upon arrival at the Club. Membership reports will be made available to Fulton County by June 30 of each year. As stated earlier, regular attendance at the Club supports Fulton County's priority of ensuring access to social services that help them thrive by allowing more parents to gain economic stability. Additionally, members are developing skills—from elementary to middle to high school—that will support their academic success and post-secondary goals.

- 2. 800 youth will be on track to graduate on time. Data regarding online graduation eligibility will be determined by evaluating report cards (submitted upon enrollment in the after-school program). The progress towards our annual goal will be reported to Fulton County by October 1 of each year. An increase in the number of youth who are on track to graduate on time supports Fulton County's "all people are self-sufficient" goal of increased literacy.
- 3. 1,250+ youth will receive a meal during the out-of-school time as part of their Club experience. Youth are given one meal during the after-school program and two meals during the summer program. The distribution of meals is tracked by our Club staff and reported to the administrative office each month. Meal distribution reports will be made available to Fulton County by the 15th of the following month. Providing a meal to youth supports Fulton County's "all people are self-sufficient" objective of reducing the percentage of individuals and families who report going a whole day during a week without food because there was not enough money for food.

DATA COLLECTION TOOLS

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

National Youth Outcomes Initiative: The NYOI assesses social and emotional health, health-related behaviors, program quality, satisfaction with Club programming, and community connectedness. The results from the NYOI help us measure our members' Club Experience, which is associated with daily attendance and achieving other positive youth outcomes. Club experience is measured by assessing members' sense of Emotional Safety, Physical Safety, Fun, Sense of Belonging, Adult Connections, Staff Expectations and Recognition. The NYOI also measures members' habits related to healthful eating and exercise through a number of questions related to "physical well-being." Through this survey, BGCMA demonstrates accomplishments in members' attitudes about their Club Experience. In Spring 2024, NYOI data indicated that:

- 85% of members said they had a fun Club experience
- 83% answered yes to the question "I feel like I belong here."
- 93% answered yes to the statement, "The adults at this Club believe I will be a success."
- 88% of youth believe the Club is a safe, positive environment

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

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

ADDITIONAL REQUIREMENTS

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

- 1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
- 2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
- 3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
- 4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
- 5. Contractor agrees to comply with the Operational Specifications outlined in 2025 Community Services Program 25RFP020325C-MH.
- 6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: "Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."

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

Reporting

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

- 7. Contractor will be required to submit completed performance reports (with deadlines of (July 18, 2025, and January 16, 2026) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.
- 8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
- 9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
- 10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

Expenditure of Funds

- 11. Contractor is prohibited from utilizing CSP funds for capital expenditures. (A "capital expenditure" is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of "capital expenditure" (e.g., children's story books, educational materials, games, puzzles, and flash cards).
- 12. Community Services Program funds must be expended by December 31st of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor's failure to adhere to this requirement will result in one or more of the

following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

- (a) Fulton County agrees to pay Contractor a maximum sum of \$40,000.00.
- (b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. A failure by Contractor to submit the invoice for the first and/or second six months of the contracting period will constitute a breach of this Agreement.
- (c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.
- (d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in 2025 Community Services Program 25RFP020325C-MH, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.
- (e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

- (a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.
- (b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.
- (c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than <u>July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.</u>
- (d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.
- (e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

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

To Contractor:

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

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

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

right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

ARTICLE V - INDEMNIFICATION

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

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

- (a) This Agreement is effective on 01/01/2025, and shall terminate on 12/31/2025, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.
- (b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

- (c) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.
- (d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.
- (e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.
- (f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

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

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally

enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

<u>ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT</u>

- (a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.
- (b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

<u>ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY</u>

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

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

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

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

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

- (3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- (5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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



F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name: Boys & Girls Clubs of Metro Atlanta				
Project No. and Project Title:	25RFP020325C-MH/Youth Development Programming in Fulton County Boys & Girls Clubs			

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

119680

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Boys Girls Clubs of Metro Atlanta

Authorized Officer or Agent (Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

David Jernigan

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

4 DAY OF MARCH

_, 20 **25**

Notary Public

My Commission Expires: FETS. 11, 2028

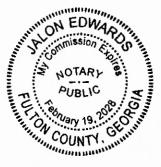
President and CEO

May 1, 2019

Title (of Authorized Officer or Agent of Contractor)

Date Signed

[NOTARY SEAL]



^{*} As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Boys & Girls Clubs of Metro Atlanta
Project No. and Project Title:	25RFP020325C-MH/Youth Development Programming in Fulton County Boys & Girls Clubs

FORM G: SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) May 1, 2019

Date of Authorization

Boys & Girls Clubs of Metro Atlanta

Authorized Officer of Agent (Name of Subcontractor)

119680

I hereby declare under penalty of perjury that the foregoing is true and correct

David Jernigan

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

4 DAY OF MARCH 2025

Notary Public

My Commission Expires: Fes. 19, 2028

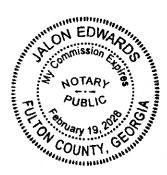
President and CEO

Title (of Authorized Officer or Agent of Contractor)

3 4/25

Date Signed

[NOTARY SEAL]



^{*} As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

08BOYSGIR1

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/06/2025

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

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

11113 001	tilloate does not comer any rights to the certificate no	naci in lieu di dudii ciiudi delliciii(3).				
McGriff, a MMA LLC Company 1825 Barrett Lakes Blvd #320 Kennesaw, GA 30144		CONTACT Katrina Sciarrone CIC	CONTACT Katrina Sciarrone CIC			
		PHONE (A/C, No, Ext): 770 429-0482 FAX (A/C, No):	8669257122			
		E-MAIL ADDRESS: certificate@mcgriff.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: Philadelphia Indemnity Insurance Co.	18058			
INSURED		INSURER B : Carolina Mutual Insurance Company	14090			
Boys & Girls Clubs of Metro Atlanta Inc 2880 Dresden Drive	•	INSURER C: Travelers Casualty & Surety Co of Amer	31194			
		INSURER D:				
Atlanta, GA 30341-3920		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			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	Y	X	X	PHPK2702823000	01/01/2025	01/01/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR	2						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
									MED EXP (Any one person)	\$10,000
									PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER	:						GENERAL AGGREGATE	\$3,000,000
	X	POLICY PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	\$3,000,000
		OTHER:								\$
Α	AUT	OMOBILE LIABILITY		X	X	PHPK2702823000	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO							BODILY INJURY (Per person)	\$
		OWNED SCHEDULE AUTOS							BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNE	ED LY						PROPERTY DAMAGE (Per accident)	\$
										\$
Α	X	UMBRELLA LIAB X OCCUR	2			PHUB916806000	01/01/2025	01/01/2026	EACH OCCURRENCE	\$3,000,000
		EXCESS LIAB CLAIMS	S-MADE						AGGREGATE	\$3,000,000
		DED X RETENTION \$10,000)							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY				WC211082025	04/15/2025	04/15/2026	X PER STATUTE OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVICER/MEMBER EXCLUDED?	E N I	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	IN.	1/ /					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Fid	uciary				107559026	01/01/2025	01/01/2026	\$1,000,000	
С	D&	O/EPLI				107559026	01/01/2025	01/01/2026	\$4,000,000	

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

CERTIFICATE HOLDER

Fulton County Office of Grants & Community Partnerships 137 Peachtree St SW 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

Ku Kits

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: FFB82AA6-2409-4D48-A2F9-179713B230BC

This page has been left blank intentionally.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:	CONTRACTOR:	
FULTON COUNTY, GEORGIA	VENDOR NAME	Boys & Girls Clubs of Metro Atlanta
Robert L. Pitts	Signed by: Name of Signatory: Elizabether Mysightatory: B48CDD04A75D410	Elizabeth Wright President & CEO
Robert L. Pitts, Chairman Fulton County Board of Commissioners	Authorized Signature	
ATTEST:	ATTEST:	ry: Victor Fioresi
Signed by: Danyal Shun EEC476C4837648D	DocuSigned by Name of 2nd Signato Title of 2nd Signator 8685BAE0AF684DE	y: CFO
Tonya R. Grier Clerk to the Commission Signed by:	Second Authorized Sig	gnature
(Affix County Seal)	(Affix Corporate Seal,	if applicable)
APPROVED AS TO FORM:		
Signed by: David Lowman OEC92EDADEFB4B8		
Office of the County Attorney		
APPROVED AS TO CONTENT: —DocuSigned by:		
Stanley Wilson 5E4D76DFB4A0450		
Stanley Wilson, Director Fulton County Department of		
Community Development		
Please select RM or 2ND RM from the check		
RM	χ 2ND RM	
ITEM#: RM: REGULAR MEETING	ITEM#: 25-0398 SECOND REGULAR ME	2ND RM: <u>05/21/20</u> 25 EETING



Certificate Of Completion

Envelope Id: FFB82AA6-2409-4D48-A2F9-179713B230BC

Subject: Please DocuSign: 2025 CSP Contract-Boys & Girls Clubs of Metro Atlanta-BOC Agenda#25-0398

Parcel ID:

Employee Name: Source Envelope:

Document Pages: 31 Certificate Pages: 7 AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Canada)

Signatures: 6 Initials: 0 Stamps: 1 Envelope Originator: Cherie Williams

Status: Completed

141 Pryor Street

Purchasing & Contract Compliance, Suite 1168

Atlana, GA 30303

Cherie.Williams@fultoncountyga.gov

IP Address: 166.137.175.12

Record Tracking

Status: Original

6/24/2025 10:00:42 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Cherie Williams

Cherie.Williams@fultoncountyga.gov

Pool: StateLocal

Pool: Fulton County Government

Location: DocuSign

Location: Docusign

Signer Events

Elizabeth Wright libbywright@bgcma.org President & CEO

Security Level: Email, Account Authentication

(None)

Signature

Elizabeth Wright

Signature Adoption: Pre-selected Style

Using IP Address:

2605:a601:5581:3700:1108:1819:ddf1:9f1e

Timestamp

Sent: 7/2/2025 12:27:47 PM Viewed: 7/2/2025 12:33:37 PM Signed: 7/2/2025 4:12:09 PM

Electronic Record and Signature Disclosure:

Accepted: 7/2/2025 12:33:37 PM ID: ee4c7493-6f70-4990-8c86-432c1b8e033e

Victor Fioresi vfioresi@bgcma.org

CFO

Security Level: Email, Account Authentication

(None)

DocuSigned by:

Signature Adoption: Uploaded Signature Image

Using IP Address: 75.60.220.147

Sent: 7/17/2025 9:36:05 AM Viewed: 7/17/2025 10:10:31 AM Signed: 7/17/2025 10:17:50 AM

Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 10:10:31 AM

ID: 4c2a5bb1-7cac-46dd-8870-4bdaa1efbb47

Mark Hawks2

mark.hawks@fultoncountyga.gov
Chief Assistant Purchasing Agent
Purchasing and Contract Complliance
Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Completed

Using IP Address: 45.20.200.178

Sent: 7/17/2025 10:17:53 AM Viewed: 7/17/2025 11:10:06 AM Signed: 7/17/2025 11:10:16 AM **Signer Events**

Stanley Wilson

Stanley.Wilson@fultoncountyga.gov

Director

Stanley Wilson

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Lauren Hansford

lauren.hansford@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/21/2025 2:33:49 PM

ID: b254fc18-fca7-48c6-80bd-2611007a63e0

David Lowman

David.Lowman@fultoncountyga.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/21/2025 2:41:29 PM ID: 7bd60778-0b46-4070-994c-a64b07060f72

Nikki Peterson

nikki.peterson@fultoncountyga.gov

Chief Deputy Clerk to the Board of Commissioners

Fulton County Government

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM

ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts

michael.oconnor@fultoncountyga.gov

Fulton County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Tonya Grier

tonya.grier@fultoncountyga.gov

Clerk to the Commission

Fulton County

Security Level: Email, Account Authentication

(None)

Signature

Stanley Wilson 5E4D76DFB4A0450..

Using IP Address: 75.43.132.102

Signature Adoption: Pre-selected Style

Completed

Using IP Address: 74.174.59.4

Signed by:

David Lowman

Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4

Completed

Using IP Address: 68.208.197.4

Robert L. Pitts

BA715B1A26544E7.

Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4

Signed by:

Jourgal Flow EEC476C4837648D.

Signature Adoption: Uploaded Signature Image

Using IP Address: 99.96.24.191

Timestamp

Sent: 7/17/2025 11:10:19 AM Viewed: 7/17/2025 11:16:10 AM

Signed: 7/17/2025 11:16:20 AM

Sent: 7/17/2025 11:16:23 AM

Resent: 7/21/2025 12:32:48 PM Viewed: 7/21/2025 2:33:49 PM Signed: 7/21/2025 2:36:02 PM

Sent: 7/21/2025 2:36:05 PM Viewed: 7/21/2025 2:41:29 PM

Signed: 7/21/2025 2:42:27 PM

Sent: 7/21/2025 2:42:29 PM

Viewed: 7/21/2025 2:51:10 PM Signed: 7/21/2025 2:51:38 PM

Sent: 7/21/2025 2:51:40 PM Viewed: 7/21/2025 3:16:58 PM

Signed: 7/21/2025 3:17:06 PM

Sent: 7/21/2025 3:17:09 PM Viewed: 7/21/2025 3:54:38 PM Signed: 7/21/2025 3:54:52 PM

Electronic Record and Signature Disclosure:

Signer Events Signature Timestamp Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4 Mark Hawks3 Sent: 7/21/2025 3:54:56 PM Completed mark.hawks@fultoncountyga.gov Viewed: 7/23/2025 11:50:07 AM Chief Assistant Purchasing Agent Signed: 7/23/2025 11:50:15 AM Using IP Address: 134.231.232.249 Purchasing and Contract Complliance Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign In Person Signer Events **Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Sent: 6/24/2025 10:13:21 AM Atif Henderson **COPIED** Atif.Henderson@fultoncountyga.gov **Fulton County Government** Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign Cherie Williams Sent: 6/24/2025 10:13:22 AM COPIED cherie.williams@fultoncountyga.gov Resent: 7/23/2025 11:50:22 AM Fulton County Government Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign Carlos Thomas Sent: 6/24/2025 10:13:22 AM COPIED carlos.thomas@fultoncountyga.gov **Division Manager Fulton County Government** Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**

COPIED

Sent: 7/3/2025 3:43:47 PM

Viewed: 7/3/2025 3:44:21 PM

Not Offered via Docusign

Victor Fioresi mlamont@bgcma.org President & CEO

Boys & Girls Clubs of Metro Atlanta

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/15/2022 3:18:50 PM ID: 8a1dcf0f-defd-4b4c-8cac-f27975ef0863

Carbon Copy Events

Status

Status

COPIED

Timestamp

Timestamps

Dian DeVaughn

dian.devaughn@fultoncountyga.gov

Sent: 7/23/2025 11:50:18 AM Viewed: 7/24/2025 9:44:02 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Payment Events

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2025 10:13:22 AM
Certified Delivered	Security Checked	7/23/2025 11:50:07 AM
Signing Complete	Security Checked	7/23/2025 11:50:15 AM
Completed	Security Checked	7/23/2025 11:50:18 AM

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO Fulton County, Georgia:

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

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

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

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO Fulton County, Georgia

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

To withdraw your consent with Carahsoft OBO Fulton County, Georgia

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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