The parties hereto have read and understood each and every provision hereof and the parties have executed this Agreement on the date first set forth above.

FULTON COUNTY, GEORGIA	21ST CENTURY LEADERS, INC.
DocuSigned by:	DocuSigned by:
Robert L. Pitts	kate Hewitt
14E1B4AA5F6A44A	1974FEBBA7FC429
Robert L. Pitts, Chairman	Kate Hewitt
Board of Commissioners	Executive Director
ATTEST:	ATTEST:
DocuSigned by:	DocuSigned by:
Tonya K. Grier	Nicole Schwartz
EEC476C4837648D	99A8CDBAD4FC49C
Tonya R. Grier	Nicole Schwartz
Clerk to the Commission	Bookkeeper
(Affix County Seal)	
(Anna County Scar)	
APPROVED AS TO FORM:	
DocuSigned by:	
Denval Stewart	
2277A2CEF73F4E4	
Office of the County Attorney	
ADDROVED AG TO CONTENT	
APPROVED AS TO CONTENT:	
DocuSigned by:	
Stanley Wilson	
Stanley Wilson, Director	
Department of Community Development	
Please select RCS or RM from the checkbox	
X RCS	RM
ITEM#: ²⁰²¹⁻⁰⁴⁶³ RCS: 6/16/2021	ITEM#: RM:
RECESS MEETING	REGULAR MEETING



21st CENTURY LEADERS CONTENT PARTNERSHIP AGREEMENT

This Program and Content Partnership Agreement ("Agreement") is entered into as of the date of execution "Commencement Date"), in the amount of \$82,950, by and between **Fulton County, Georgia** ("County") and **21**st **Century Leaders, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Georgia and having a principal place of business at 115 New Street, Suite B, Decatur, GA 30030 ("21CL").

1. Platform and Content

21CL provides high school aged students and other youth ("Students") use of its *Leadership Connect*® learning and training software platform and associated leadership curriculum content (the "Platform"). County may provide custom educational content (the "Content") and may enroll its Students to use the Platform following 21CL's processes, guidelines, and documentation. The attached <u>Schedule A</u> identifies specifically what platform enrollments, services, and content 21CL and County will provide to each other and to the Students using the Platform and any Content ("Services").

2. Payment for Services

Any fees related to this Agreement, whether for enrolling Students with the Platform, for marketing purposes, or any other Services are also identified in the attached <u>Schedule A</u>. 21CL and the County shall cover their own out-of-pocket expenses, taxes, and any other fees incurred related to the Platform, Content, or Services. Mutually agreed upon methods, timing, andprocesses for payment of fees are also identified in Schedule A.

3. Intellectual Property

a. 21CL Platform License. To the extent Platform enrollments are included in the Services and available from 21CL's web software platform vendor, 21CL hereby grants the County's Students a limited, non-transferable, non-exclusive, fee-based license to use the Platform, including any curriculum content provided by 21CL with the Platform, during the Term solely for the purpose of teaching the County's Students about leadership in support of 21CL's mission of developing high school aged students into future leaders. 21CL reserves all other rights in the Platform. County may not share access to the Platform or any waiver/enrollment codes with other organizations, including affiliate or other County organizations without prior written approval from 21CL. Platform use is subject to review by 21CL, and County shall be responsible for any use or misuse of the Platform arising from enrollments connected to County. County must comply with all applicable data and personal privacy laws and regulations related to any personal information obtained from its use of the Platform. 21CL reserves all other rights in the Platform.

4. Term

a. Commencement and Renewal. This Agreement shall commence on the Effective Dateset forth

above and, unless earlier terminated pursuant to this Agreement, shall remain in effect December 31, 2021 and shall automatically renew on January 1, 2022 and continue through May 31, 2022. Total contract award is \$82,950 for the initial term and the renewal unless terminated by either party upon no less than thirty (30) days of notice with or without cause, except that 21CL may suspend access to the Platform or terminate this Agreement immediately upon non-payment by County.

- b. *Obligations Upon Expiration or Termination*. Expiration or termination of this Agreement shall not relieve County of its obligation to pay 21CL for Platform access rendered by 21CL prior to the termination date that comply with the warranty provision of agreement, or relieve either party of its obligations regarding Confidential Information under Section 8 below.
- c. Statutory term language. The parties intend that this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. Confidential Information

- a. *Non-Disclosure*. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.
- b. *Definition*. "Confidential Information" means a party's information, not generally known by non-party personnel, used by the party and which is proprietary to the party or the disclosure of which would be detrimental to the party. Confidential Information includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential): (i) pricing, information, and content developments resulting from or related to Services; (ii) the Platform software and curriculum; (iii) a party's strategic and financial information and other business plans; (iv) proprietary processes and materials; and (iv) this Agreement.

6. Indemnification

21CL hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of 21CL, 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 21CL from bringing suit against the County for breach of the terms of this Agreement.

7. Limitation of Liability and Warranty

a. *Limitation of Liability*. Neither party shall be liable to the other party for losses that are not reasonably foreseeable or for special, punitive, exemplary, consequential or indirect losses, in

each case, of any kind whatsoever suffered or incurred by the other party whether in contract, negligence or any other tort, under statute or otherwise that arise under, or in connection with, this Agreement and the maximum liability for either party shall be two times the total amount paid or owed by County hereunder, except for damages arising from willful or grossly negligent act or omission by either party.

- b. 21CL Warranties. 21CL shall provide the Services in a professional manner and will provide the Platform in substantial accordance with its documentation. 21CL warrants and represents to County that it owns sufficient rights in the Platform to provide the license herein and that the Platform will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights. EXCEPT AS EXPRESSLY STATED HEREIN, 21CL PROVIDES THE PLATFORM ON AN "AS-IS" AND "AS- AVAILABLE" BASIS AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND **EXPRESSLY** DISCLAIMS ANY AND ALL WARRANTIES **IMPLIED** MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- c. County Warranties. County warrants and represents to 21CL that it owns sufficient rights in the Content to provide the license herein and that the Content will not violate or in any way infringe upon the rights of third parties, including publicity, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

8. Other Provisions

- a. *Status as Independent Consultants*. 21CL and County are consultants independent of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or legal partnership, and neither party has the authority to bind the other to any third party.
- b. Applicable Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to the conflicts of laws or principles thereof. Any action or suit related to this Agreement shall be brought in the state or federal courts sitting in Georgia.
- c. *Notices*. Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand or by registered or certified mail, postage prepaid and return receipt requested, or by email when not receiving a misdirection response email, to the addresses identified herein, if not otherwise notified by the receiving party. 21CL's notice email address shall be info@21stcenturyleaders.org.
- d. *Waiver*. No waiver by either party of any breach of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- e. *Entire Agreement*. This Agreement, including Schedule A, constitutes the entire agreement between the parties.

- f. *Modifications*. No modification of this Agreement shall be effective unless in writing and signed by both parties.
- g. *Severability*. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- h. *Assignment*. County may not assign or subcontract the whole or any part of this Agreement without 21CL's prior written consent. Any such assignment document without 21CL consent shall be void.

The parties hereto have read and understood each and every provision hereof and the parties have executed this Agreement on the date first set forth above.

Signatures on the following page

SCHEDULE A

SCOPE OF SERVICES

Fulton County, Georgia, on behalf of its Youth and Community Services Division, at 141 Pryor StreetSW, Atlanta GA, will enter into a contractual agreement with 21st Century Leaders to pilot the Leadership Connect program, called CONNECTED: Fulton County Youth Leadership Programin contract with 21st Century Leaders, that supports 400 students at the one year access level for all students (9th-12th) at \$79 per student and the additional administrative and programmatic offerings totaling \$82,950. This piloted program and partnership agreement is effective upon the Effective Date through December 31, 2021 and shall automatically renew on January 1, 2022 through May 31, 2022. Total contract award is \$82,950 for the initial term and the renewal.

21st Century Leaders will apply these funds to provide:

- Regular consultations with Fulton County Youth and Community Services staff to determine overall program execution, timeline, and needs
- Student enrollment form, waiver code, and access to Leadership Connect platform for up to 400 students grades 9-12th from Effective Date to December 31, 2021; and from January 1, 2022 to May 31, 2022
- Up to two (2) Administration user access to Leadership Connect for Fulton County Youth Services staff
- Program Management & Implementation during the Agreement term, which includes student enrollment in Leadership Connect, managing and hosting any co-branded workshops, and technical assistance to students
- Student tracking and progress including 4 basic/customized reporting (2 per semester or agreed upon dates). Additional reports can be provided upon efficient notice as outlined below.
- Customized County group set-up within Leadership Connect platform for Fulton County cohort of students
- Program goals, in collaboration with Fulton County Youth Services staff
- Access to 21CL's school-year training from August 2021 to May 2022 at no cost to all enrolled students through this partnering program
- Email communication with students and parents/guardians, in conjunction with Fulton County Youth Services staff
- Invoices to Fulton County Youth & Community Services Division during the Agreement term for a 60 day pay out, but not limited to additional invoices if more costsare accrued or expected to be accrued during the program period
- Appropriate and legal insurance coverage required for youth programming

In order for these resources to be delivered, the Fulton County Youth and Community Services division of the Fulton County Government will provide:

- Regular consultations with 21st Century Leaders staff to determine overall program execution, timeline, and needs
- All marketing materials for program implementation, including flyers, website, etc.
- Management and outreach of Student Recruitment, including but not limited to emails, press release, etc.
- All program incentives, rewards, gifts related to and required by the partnering program during the Agreement term

- Email communication with program students, parents/guardians, teachers and school administration, in conjunction with 21st Century Leaders staff
- Program goals, in collaboration with Fulton County Youth Services staff
- At least a 2 week notice to 21st Century Leaders staff during regular business hours (M-F) for any additional customized impact reports than what is outlined in this MOU.

21st Century Leaders and Fulton County Youth and Community Services Division of the Fulton County Government have collectively agreed to strive for the following outcomes of this pilot program during the program duration:

- 1. 400 student participants served
- 2. 50% of students demonstrate consistent engagement within the CONNECTED program, including engagement in level 1 of Leadership Connect
- 3. 60% of students demonstrate growth in leadership competencies and confidence as a result of the program

#21RFP102320C-MH 2021 Community Services Program

Purchasing Forms & Instructions

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 services under a contract with [insert name of prime contractor]

Structure on behalf of Fulton County

Government has registered with and is participating in a federal work authorization program*, 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 <u>Fulton County Government</u>, 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 <u>Fulton County Government</u> at the time the subcontractor(s) is retained to perform such service.

186055	
EEV/Basic Pilot Program* User Identification Number	
BY: Authorized Officer of Agent (Insert Contractor Name)	-
Title of Authorized Officer or Agent of Contractor	
Katharin Yewitt	
Printed Name of Authorized Officer or Agent	
Sworn to and subscribed before me this day of	November, 20 <u>20</u>
Notary Public:	TABLA DETELO
County:	TARA RETTIG Notary Public - State of Georgia Coweta County My Commission Expires Jan 24, 2023
Commission Expires:	

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].

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

#21RFP102320C-MH 2021 Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA



COUNTY OF FULTON

FORM G: **GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] ____ behalf of Fulton Government has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. EEV/Basic Pilot Program* User Identification Number BY: Authorized Officer of Agent (Insert Subcontractor Name) Title of Authorized Officer or Agent of Subcontractor Printed Name of Authorized Officer or Agent Sworn to and subscribed before me this _____ day of _____, 20__. Notary Public: _____ County: Commission Expires:

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2021

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 rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Judith Davis, CISR, CPSR PRODUCER FAX (A/C, No): PHONE (770) 551-3270 (770) 551-3289 Hamby & Aloisio Inc. (A/C, No, Ext): E-MAIL judith@hains.com 53 Perimeter Center East #400 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # GA 30346 Atlanta Alliance of Nonprofits for Ins. 10023 INSURER A: INSURED INSURER B: 21st Century Leaders, Inc. INSURER C: P.O. Box 1125 INSURER D : INSURER E : GA 30030 Decatur INSURER F : REVISION NUMBER: COVERAGES **CERTIFICATE NUMBER:** 2021-2022 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. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 500,000 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 20,000 MED EXP (Any one person) Υ 2021-62812 1,000,000 Α 02/05/2021 02/05/2022 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 \$ POLICY LOC PRODUCTS - COMP/OP AGG Conduct \$ OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) \$ OWNED SCHEDULED AUTOS ONLY HIRED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY \$ UMBRELLA LIAB 2,000,000 OCCUR EACH OCCURRENCE **EXCESS LIAB** 2021-62812-UMB 02/05/2021 02/05/2022 2,000,000 CLAIMS-MADE AGGREGATE 10,000 DED | RETENTION \$ \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ Abuse and Molestation 02/05/2021 02/05/2022 Limit \$1MIL/\$2MIL 2021-62812 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the insured's operations. Certificate holder is an additional insured for General Liability per the Form CG2010 attached to the policy. CERTIFICATE HOLDER **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. Fulton County Government 141 Pryor St SW **AUTHORIZED REPRESENTATIVE** GA 30303-3408 Atlanta

ACORD"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2021

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 SUBROGATIONIS 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).

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BROWN & BROWN INS OF GA INC/PHS							PHONE	(866	6) 467-8730		FAX	(888) 443-6112		
20262511							(A/C, No, Ext): (A/C, No)					()		
The Hartford Business Service Center 3600 Wiseman Blvd							E-MAIL							
San	Ant	tonio, TX 78	251					ADDRESS:						
								INSURER(S) AFFORDING COVERAGE NAIC#						
INSU								INSURER A: Hartford Casualty Insurance Company					29424	
21ST CENTURY LEADERS INC								INSURER B:						
PO BOX 1125 DECATUR GA 30031-1125							INSURER C:							
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