

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND NEXT LEVEL BOYS ACADEMY, LLC**

THIS CONTRACT entered this _____ day of June 2023, is between FULTON COUNTY, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **NEXT LEVEL BOYS ACADEMY, LLC** a Georgia Domestic Limited Liability Company (“NLBA”).

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

WHEREAS, NLBA is a limited liability company that is dedicated to providing services to youth and young adult males in Fulton County through programs that include entrepreneurship, technology, scholarships, youth mentoring, leadership, and violence prevention; and

WHEREAS, the mission of NLBA is to serve as a catalyst and partner to help ensure opportunities for youth and young adults by implementing programs and initiatives that address areas such as gang prevention and intervention, anger management, conflict resolution, mental health, life and social skills and job readiness; and

WHEREAS, the goal of the NLBA is to show youth and young adult males the way to a successful life, and change a generation of young men, one community at a time; and

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

WHEREAS, on January 18, 2023, the Fulton County Board of Commissioners approved a \$75,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the NLBA: and

WHEREAS, NLBA guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to youth and young adult males in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$75,000.00** to NLBA to help provide operational resources for certain programs and service-related activities in Fulton

County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to NLBA per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that NLBA agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2023, as required in Attachment “A,” Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2023, unless otherwise terminated first by the County. NLBA shall utilize the County’s funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 IMPROPER EXPENDITURES

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

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or NLBA may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its

convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to NLBA.

6.0 RECORDS, REPORTS AND AUDITS

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

7.0 INSPECTION OF FILES AND RECORDS

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

8.0 PUBLICITY

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

9.0 ASSIGNMENT OF CONTRACT

NLBA shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

10.0 CONFLICT OF INTEREST

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

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

NLBA shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the

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

12.0 HOLD HARMLESS/ INDEMNIFICATION

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

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

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

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

14.0 GOVERNING LAW

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

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the _____ day of _____, 2023.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

Next Level Boys Academy, LLC

Attest:

Gary L. Davis, Sr., Executive Director
Next Level Boys Academy, LLC

(Signature)

Name (Typed or Printed)

Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK

NEXT LEVEL BOYS ACADEMY, LLC

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND (\$75,000.00) allocated to NLBA as part of the Fulton County Community Development Department’s FY2023 Budget, NLBA agrees to perform services and provide the following information:

A. Program Administration

1. The Next Level Boys Academy, LLC provides the following services to youth and young adult males in Fulton County:
 - Entrepreneurship Program
 - Technology Department
 - Scholarship Program
 - Youth Mentoring and Enrichment Camps
 - Leadership Program
 - Violence Prevention Symposium
 - Saving our Sons Summit (Partnership with Fulton County District Attorney’s Office and Juvenile Court)
2. The programs/events provided by NLBA focus on Fulton County youth and young adult males in the following areas: gang prevention and intervention, anger management, conflict resolution, mental health, life skills, social skills, and job readiness.
3. By December 31, 2023, NLBA shall submit invoices to the County reflecting that NLBA has utilized the County’s funding to provide the services outlined in paragraphs 1 and 2 above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community Development/Next Level Boys Academy/Contract - Next Level Boys Academy LLC_5.12.23.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Community%20Development/Next%20Level%20Boys%20Academy/Contract%20-%20Next%20Level%20Boys%20Academy%20LLC_5.12.23.docx)