

## **CONTRACTOR AGREEMENT**

This Agreement made and entered into this 3<sup>rd</sup> day of August 2022 (the "Effective Date"), by and between the **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "County", and **SOUTHFACE ENERGY INSTITUTE, INC.**, a Georgia non-profit corporation, hereinafter referred to as "Contractor", authorized to transact business in the State of Georgia.

### **WITNESSETH:**

WHEREAS, the County desires to engage Contractor to perform all work required by the County to perform project management, fiscal agency, furnishment and installation of all necessary labor, materials, equipment, supervision, and insurance with subcontractors for the Community Resilience Hub Project design and implementation at Metropolitan Branch Library to become the County's first Community Resilience Hub, hereinafter, referred to as the "Project". In 2019, the County and Contractor executed a \$300,000 grant agreement, Exhibit A, Grant Agreement attached hereto and incorporated by reference, with the Southeast Sustainability Directors Network (SSDN) over the period of 2020-2022 to plan, design and implement the Project at Metropolitan Branch Library and improve the facility to function as a temporary emergency operations center and a daily resource center promoting a high level of community resiliency and sustainability to climate and social hazards and disruptions. The Project grant agreement supports the tasks described in Exhibit B, Scope of Work, related to project management, fiscal agency and management, facility operations manual, communications, and the design, installation, and construction of resilient technologies including a battery energy storage system tied to an existing solar photovoltaic array for backup emergency power, and a rainwater harvesting system for emergency potable water supply and irrigation; and

WHEREAS, the Contractor has the necessary licenses, permits, experience, personnel and facilities to perform the work; and

WHEREAS, the County and Contractor desire to enter into this Agreement to formalize the services Contractor will be providing to the County as part of the Project.

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

### **1.0 Contract Documents**

County and Contractor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Exhibit A, Grant Agreement
- III. Exhibit B, Scope of Work
- IV. Exhibit C, Compensation
- V. Exhibit D, Certificate of Insurance
- VI. Exhibit E, Georgia Immigration Affidavit

## **2.0 Scope of Work**

The County hereby engages Contractor to perform, and Contractor agrees to perform for the County, all work required by this Agreement to perform all tasks described in Exhibit B, Scope of Work.

## **3.0 Contractor Representations**

- (a) Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all work to be completed under this Agreement.
- (b) The Contractor shall perform all services as an independent contractor and not as an agent of the County.
- (c) The Contractor hereby agrees to perform the duties of this agreement and further agrees to furnish all labor, materials, tools and equipment specified or required for the completion of all work called for herein and as set forth in Exhibit B, Scope of Work and Exhibit C, Compensation.
- (d) All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.
- (e) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.
- (f) Contractor by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning skill and ability which is ordinarily possessed by other members of its profession and further contract that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect.

## **4.0 Contract Modifications**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced

Exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the County. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

### **5.0 Compensation**

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit C, Compensation.

The total contract amount for the Project shall not exceed \$300,000.00 (Three Hundred Thousand Dollars and No Cents), the amount of the grant received by the County to perform the work, which is full payment for the agreed upon Scope of Work. If necessary, the Scope of Work will be adjusted to meet the \$300,000 limit once sub-contractor pricing is provided.

### **6.0 Insurance**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified by Risk Management with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage, as listed below.

Contractor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance carrier that coverage afforded under such policy or policies shall expire, be cancelled, or materially altered. Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation), using Travelers Blanket Additional Insured Endorsement CGD246 or its equivalent for ongoing operations and completed operations for two years after substantial completion of Contractor's work.

The Contractor's insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

### **7.0 Contract Commencement**

The Agreement shall be effective upon the Effective Date and the substantial completion of the Scope of Work shall be completed within 270 days from the Effective Date.

## **8.0 Termination of Agreement for Cause**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County.
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

## **9.0 Termination for Convenience of County**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services performed. Partially completed tasks will be compensated for based on a signed statement of completion to be



submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### **10.0 Indemnification**

The Contractor shall indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims against the County, its officers, agents and employees to the extent they arise out of any negligent act or omission of the Contractor or any subcontractors employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any subcontractors employed by the Contractor or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. The Contractor further agrees that its agreement to indemnify and hold harmless the County, its officers, agents, and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

#### **11.0 Permits and Licenses**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license, or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### **12.0 Invoicing and Payment**

Contractor shall submit invoices for work performed during the contract period, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment from the Project grant and for all services and equipment completed and purchased by the Contractor and subcontractors during the contract period. The County shall review for approval of said invoices to be paid via the Project grant. The County shall have the right not to approve any invoice be paid from the Project grant or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall review and approve or disapprove payments, as the case may be, to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract

and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold approval of payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments for which authorization has been withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes

for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly authorize payment of any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly approved by County.

**Payment of Sub-Contractors/Suppliers:** The Contractor must certify in writing that all subcontractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay subcontractors or suppliers until it has received approval of Project grant payment from Fulton County, the prime Contractor shall pay all subcontractors or supplier funds due within forty-eight (48) hours of receipt of approval from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Contractor; Release.** The acceptance by the Contractor of any Project grant payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

### **13.0 Taxes**

To the extent required by law, 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 the 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 the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

### **14.0 Notices**

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management, Director  
141 Pryor Street SW, Suite G119  
Atlanta, Georgia 30303  
Attn: Joseph Davis  
Telephone: (404) 612-3772  
Email: Joseph.Davis@fultoncountyga.gov

With a copy to:

Chief Purchasing Agent  
Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Telephone: (404) 612-4210  
Email: felicia.strong-whitaker@fultoncountyga.gov

AND

Department of Real Estate and Asset Management,  
Administrator  
141 Pryor Street SW, Suite G119  
Atlanta, GA 30303  
Attn: April Pye  
Telephone: (404) 612-7028  
Email: april.pye@fultoncountyga.gov

Notices to Contractor shall be addressed as follows:

Southface Energy Institute  
241 Pine Street NE  
Atlanta, GA 30308  
Attn: James Marlow  
Telephone: (404) 872-3549  
Email: jmarlow@southface.org

### **15.0 Confidentiality**

All notices and deliverables pertaining to this Agreement shall be marked "Privileged and Confidential" and the appropriate restrictions pertaining to legally privileged and confidential documents will apply. These documents will also be subject to applicable exceptions to public disclosure pursuant to O.C.G.A. § 50-18-72.

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

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**SOUTHFACE ENERGY  
INSTITUTE**

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

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James Marlow  
President

ATTEST:

ATTEST:

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Tonya R. Grier  
Clerk to the Commission

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Secretary/  
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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Joseph Davis, Director  
Department of Real Estate and Asset  
Management

**EXHIBIT A**  
**GRANT AGREEMENT**

SSCF Tracking: R3Y1B, Fulton County

Amount: \$300,000

Grant End Date: December 31, 2021

November 7, 2019

Kenneth Darisaw

Fulton County, GA

Energy &amp; Sustainability

Dept. of Real Estate &amp; Asset Management

141 Pryor St SW | Suite G 119 | Atlanta, GA 30303

404-612-8762 Office

RE: Award Agreement for Community Resilience Hub Proposal

Dear **Mr. Darisaw**:

Global Philanthropy Partnership (GPP) is pleased to award Fulton County, Ga. a grant from the Southeast Sustainable Communities Fund (SSCF) for the Community Resilience Hubs in the amount of \$150,000 for year one (January 1, 2020-December 31, 2020). This grant project has a twenty four month term beginning January 1, 2020 ending December 31, 2021. A second year payment, contingent on year one performance and reporting described in this letter, will bring the total award for two years to \$300,000.

**Document Outline**

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## Section 1. Grant Summary

Fulton County, Georgia, the most populous county in the state (1,050,114<sup>[1]</sup>), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

## Section 2. Involved Parties

The lead applicant that submitted the grant proposal is the lead grantee who is responsible for ensuring the work is completed and the funds are used as detailed in this grant award letter. Project partners are accountable to the lead grantee. All parties are actively involved in project implementation and are committed to the results of the project.

- Lead Grantee: Fulton County, GA



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- Fiscal Agent: Southface
  - Project Partners: Southface Institute, inc; Alex Trachtenberg, Senior Project Manager – Community Impact; atrachtenberg@southface.org; 404-604-3592; www.southface.org

### Section 3. Project Narrative

The primary goal of this project is to enhance the first and second tiers of community resilience and **increase adaptive capacity while reducing vulnerability to stressors created by climate change** in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. **The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.**

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a

resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.

## Section 4. Project Timeline

Primary Project Goal (Jan. 1, 2020 – Dec. 31, 2021): Enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA.

- Sub-Goal 1: Community voice and assets will directly inform site selection and then guide the implementation of the Community Resilience Hub.
  - Milestones:
    - Outreach to community-based organizations, residents and partners within ½ mi. – 1 mi. radius of the four Fulton County facilities
      - Timeline: Jan. 2020-Nov. 2020
    - Prepare educational information for education sessions to share with Fulton County facility staff, community-based organizations and businesses, residents, visitors and others about sustainability and resiliency.
      - Timeline: Jan. 2020-Apr. 2020
    - Procure home resilience kits (25) for check-out at the four Fulton County facilities
      - Timeline: Apr. 2020-May 2020



SSCF Tracking: R3Y1B, Fulton County

Amount: \$300,000

Grant End Date: December 31, 2021

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- Host community education and visioning sessions at the four facilities to enhance the first and second tiers of resiliency and determine the community's preferred site for the Community Resilience Hub (1).
    - Timeline: Apr. 2020-Nov. 2020
  - Select the community preferred Resilience Hub site
    - Timeline: Nov. 2020
  - Sub-Goal 2: Complete techno-economic analyses of the feasibility of each facility (4) for solar+storage and other resilient technologies such as rainwater harvesting to inform the site selection for the Community Resilience Hub (1).
    - Milestones:
      - Complete building assessments for energy/water efficiency, rainwater harvesting and solar+storage at the four facilities.
        - Timeline: July 2020-Dec. 2020
      - Complete in-depth rainwater harvesting and solar+storage analyses at the four facilities to inform the feasibility and capacity in terms of water demand/supply and electrical loads to maximize the duration of resilience.
        - Timeline: Sept. 2020-Dec. 2020
      - Complete economic analysis of cost-benefit, payback and ROI of rainwater harvesting, solar+storage and other resilient technologies at the four facilities.
        - Timeline: Oct. 2020-Jan. 2021
      - Select the Community Resilience Hub site based on community input/preference and economic/technical assessments and analyses.
        - Timeline: Feb. 2021
  - Sub-Goal 3: Implement the Community Resilience Hub
    - Milestones:
      - Design rainwater harvesting and solar+storage systems, and other resilient technologies.
        - Timeline: Feb. 2021-Mar. 2021
      - Procure rainwater harvesting and solar+storage systems, and other resilient technologies.
        - Timeline: Mar. 2021-Apr. 2021
      - Installation of rainwater harvesting and solar+storage systems, and other resilient technologies.
        - Timeline: May 2021-Sept. 2021
  - Sub-Goal 4: Fulton County Departments incorporate Community Resilience Hubs and sustainable and resilient practices as part of their design, construction and operations guidelines for all applicable facilities.
    - Milestones:
      - Meetings with Fulton County Departments and leadership

- Timeline: Oct. 2020-Feb. 2021
  - Share and/or develop model guidelines for sustainable and resilient design, construction and operations.
    - Timeline: Dec. 2020-Sept. 2021
  - Work with Fulton County to implement guidelines
    - Timeline: Jan. 2021-Dec. 2021
- Sub-Goal 5: Share lessons learned, process and experience with SSDN, local governments, nonprofits, community members, professionals, etc.
  - Milestones:
    - Quarterly progress updates to SSDN
      - Timeline: Mar. 2020-Sept. 2021
    - Quarterly grantee cohort calls
      - Timeline: Apr. 2020-Oct. 2021
    - Year one progress report
      - Timeline: Dec. 2020
    - Year two planning call
      - Timeline: Nov. 2020-Dec. 2020
    - Final report
      - Timeline: Dec. 31, 2021
    - Storytelling and communications
      - Timeline: Jan 1. 2020-Dec. 31, 2021
    - SSDN Annual Meeting
      - May 2020 (2021 TBD)

## Section 5. Grant Requirements

Fulton County, as lead grantee, has agreed to meet six key grant requirements:

1. **Submit Quarterly Progress Updates.** These updates will be brief (2-3 paragraphs) and will include: 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the project milestones, timeline, or budget. These updates will be emailed to SSCF Manager Meg Jamison ([meg@southeastsdn.org](mailto:meg@southeastsdn.org)) on the dates in **Table 2** (below).
2. **Participate in Quarterly Grantee Cohort Calls.** The lead grantee (and any key project partners, if desired) will participate in quarterly grantee cohort calls to share progress and learn from each other. This includes



SSCF Tracking: R3Y1B, Fulton County

Amount: \$300,000

Grant End Date: December 31, 2021

one call after the grant term ends to discuss grant program lessons learned. Calls will be coordinated by SSCF staff. The general timeline is outlined in **Table 2** (below), the specific dates will be determined before December 31, 2019.

3. **Submit a Year One Progress Report.** This report will be no more than four pages and will include 1. progress on major milestones; 2. results achieved to date (outputs and outcomes); 3. funds spent to date; 4. explanation of any major changes to the Year One project milestones, timeline, or budget; and 5. proposed Year Two project budget by milestones and metrics table (**Table 1**). Note: the proposed Year Two budget will not exceed the Year Two estimate included in this grant agreement. This report will be emailed to SSCF Manager Meg Jamison ([meg@southeastssdn.org](mailto:meg@southeastssdn.org)) by December 10, 2020.
4. **Participate in Year Two Planning Call.** The lead grantee (and key project partners, if desired) will participate in a Year Two Planning call with the SSCF Program Manager. The purpose of this call will be to review Year One performance, discuss the proposed Year Two project budget by milestones and metrics table, and determine if Year One performance merits the Year Two grant payment. Calls will be coordinated by SSCF staff and conducted in December 2020, specific date and time to be determined. Year Two payments will be issued within 30 days of approval from the SSCF Program Manager.
5. **Submit a Final Report.** This report will be between 7-12 pages and will include three deliverables: 1. a final grant report that describes outcomes, impact, follow on work planned, funds leveraged, and lessons learned (use template in [Appendix 1](#)); 2. a detailed record of grant fund expenditures, including a comparison of original budget (**Section 4**) to actual expenditures; 3. Any materials created for this grant project that demonstrate the project outputs and/or outcomes in a way that could help SSCF share the success of the grant program with other communities and other funders. This report will be emailed to SSCF Manager Meg Jamison ([meg@southeastssdn.org](mailto:meg@southeastssdn.org)) by December 31, 2021.
6. **Participate in Storytelling Activities.** Some lead grantees and project partners will be asked to participate in storytelling activities. Storytelling activities will be coordinated by SSCF. Examples of what this activity will produce include written feature stories, participant profiles, photo essays, sound recordings, videos, and/or local media coverage.

## Section 6. Grant Deadlines

Table 2. Key Grant Requirement Deadlines			
	Deliverable	2020 Deadlines	2021 Deadlines
1.	Quarterly Progress Reports	<ul style="list-style-type: none"> <li>March 31, 2020</li> </ul>	<ul style="list-style-type: none"> <li>March 31, 2021</li> </ul>

SSCF Tracking: R3Y1B, Fulton County

Amount: \$300,000

Grant End Date: December 31, 2021

		<ul style="list-style-type: none"> <li>• June 30, 2020</li> <li>• September 30, 2020</li> <li>• See Year One Milestone Progress Report below</li> </ul>	<ul style="list-style-type: none"> <li>• June 30, 2021</li> <li>• September 20, 2021</li> <li>• See Final Report below</li> </ul>
2.	<b>Quarterly Peer Learning Progress Calls</b>	Specific dates and times to be determined before December 31, 2019. <ul style="list-style-type: none"> <li>• April 2020</li> <li>• July 2020</li> <li>• October 2020</li> <li>• January 2021</li> </ul>	Specific dates and times to be determined before December 31, 2020. <ul style="list-style-type: none"> <li>• April 2021</li> <li>• July 2021</li> <li>• October 2021</li> <li>•</li> </ul>
3.	<b>Year One Milestone Progress Report</b>	December 10, 2020	Not applicable
4.	<b>Year Two Planning Call</b>	Specific date and time in November or December 2020 to be determined.	Not applicable
5.	<b>Final Report</b>	Not applicable	December 31, 2021
6.	<b>Storytelling Activities</b>	To be determined	
7.	<b>SSDN Annual Meeting workshop</b>	Attendance at the SSDN Annual Meeting is required for purposes of sharing stories and lessons learned with the SSDN network. The 2020 meeting is May 3-4 in Savannah, GA. The 2021 meeting is TBD. SSCF program will cover all costs related to attending this meeting for the lead grantee and up to one other grant participant. At least one grant team member must attend this meeting.	

## Section 7. Grant Payment Schedule and Terms

GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation in the amount of \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will be in the amount of \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.



## Section 8. Additional Grant Terms

- Grant funds cannot be used for lobbying.
- The project must be a collaboration with the partners described in Section 2.
- The grantee is aware that failure to deliver, significant timeline extensions, and/or over budget projects will jeopardize future applications to the fund from this grantee if this fund continues.
- Unless otherwise specified in a separate agreement with GPP and the project partner, ownership and rights of the deliverables will be equally shared by the lead community, the partner, and GPP on behalf of SSDN. SSDN reserves the right to share and post both privately with members and funders, and publically to advance the field of urban sustainability.
- **Assignment.** Neither GPP nor Fulton County shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Fulton County acknowledges and agrees that GPP (a) currently is the fiscal sponsor of Southeast Sustainability Directors Network ("SSDN"), to which the Community Resilience Hubs relates, and (b) shall be permitted to assign its rights and obligations under this Agreement[, **upon at least 30 days' prior written notice to Consultant,**] to a successor entity (Urban Sustainability Directors Network/"USDN") to which GPP has agreed to transfer all or substantially all of the assets, activities, and liabilities relating to SSDN. Any assignment prohibited hereby shall be null and void.

If you agree with the terms and conditions of this grant agreement, complete and sign the Section 9. Acceptance of Grant Terms form, and email to April Donnellan at [april@global-philanthropy.org](mailto:april@global-philanthropy.org) and Meg Jamison at [meg@southeastsdn.org](mailto:meg@southeastsdn.org) no later than December 31, 2019. Year One grant payments will be issued within 30 days of receipt.

Sincerely,

April K. Donnellan  
Executive Director, Global Philanthropy Partnership

CC: Meg Jamison, SSCF Program Manager

SSCF Tracking: R3Y1B, Fulton County

Amount: \$300,000

Grant End Date: December 31, 2021

## Section 9. Acceptance of Grant Terms Form

By signing this form, Fulton County accepts the terms and conditions of this grant agreement in its entirety.

Lead Grantee

Name: <u>Robert L. Pitts</u>	
Title: <u>Chairman, Fulton County Board of Commissioners</u>	
Email: <u>Robb.Pitts@fultoncountyga.gov</u>	
Phone: <u>404-613-9810</u>	
Tax ID Number of lead grantee: <u>58-6001729</u>	
Instructions for Check Issuance or Bank Transfer:	
Signature: 	

Project Fiscal Sponsor (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Andrea Pinabell</u>	
Title: <u>    </u>	
Email: <u>    </u>	
Phone: <u>    </u>	
Tax ID Number: <u>    </u>	
Instructions for Check Issuance or Bank Transfer: <u>    </u>	
Signature: <u>    </u>	

Project Manager Information (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Alex Trachtenberg</u>	
Title: <u>Senior Project Manager</u>	
Email: <u>atrachtenberg@southface.org</u>	
Phone: <u>404-604-3592</u>	
Signature: <u>    </u>	



SSCF Tracking: R3Y1B, Fulton County  
Amount: \$300,000  
Grant End Date: December 31, 2021

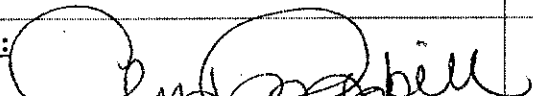
## Section 9. Acceptance of Grant Terms Form

By signing this form, Fulton County accepts the terms and conditions of this grant agreement in its entirety.


### Lead Grantee

Name: <u>Kenneth Darisaw</u>	
Title: _____	
Email: _____	
Phone: _____	
Tax ID Number of lead grantee: _____	
Instructions for Check Issuance or Bank Transfer: _____	
Signature: _____	

### Project Fiscal Sponsor (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Andrea Pinabell</u>	
Title: <u>President</u>	
Email: <u>apinabell@southface.org</u>	
Phone: <u>404-872-3549</u>	
Tax ID Number: <u>58-1357547</u>	
Instructions for Check Issuance or Bank Transfer: _____	
Signature: 	

### Project Manager Information (if different from above)

Organization: <u>Southface Energy Institute</u>	
Name: <u>Alex Trachtenberg</u>	
Title: <u>Senior Project Manager</u>	
Email: <u>atrachtenberg@southface.org</u>	
Phone: <u>404-604-3592</u>	
Signature: 	

SSCF Tracking: R3Y1B, Fulton County

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## Appendix 1. Grantee Award Guidance

### Document Purpose

This document is a guide for Southeast Sustainable Communities Fund (SSCF) lead applicants and/or lead grantees. SSCF wants to ensure receipt of funds is not a barrier for anyone to participate in an award, and will work with lead grantees and fiscal sponsors to develop flexible solutions when necessary.

### Who Issues the Grant Award?

***SSCF is not an independent legal entity or a nonprofit organization. The Global Philanthropy Partnership (GPP) is a 501 (c) 3 nonprofit that houses SSCF as a project within its organization.*** GPP serves as the legal entity and fiscal sponsor on SSCF's behalf. This means that all contracting, granting, and / or legal agreements associated with SSCF are actually with GPP. When SSCF issues grant awards, GPP is the legal entity signing grant award letters with lead grantees and issuing funds to either lead grantees or fiscal sponsors of the grant project.

### Who is the Grant Awardee?

***SSCF issues grant award letters to the city/county lead applicant on the grant proposal who is deemed the lead grantee. The lead grantee is the primary point of contact with the SSCF for the grant award and grant reporting. The lead grantee is the entity to sign the Acceptance of Grant Terms Form.***

### Who Can Receive Funds, and How?

***The lead grantee or the project fiscal sponsor designated in the Acceptance of Grant Terms Form can receive the grant funds after the lead grantee and GPP sign the award letter.***

**The lead grantee tax ID / EIN is required in all cases.** This is because the award is being made to the city/county, and so the city/county's tax ID / EIN is the number GPP's tax auditor requires. The City/County is the lead grantee and is responsible for the work of the grant (content), approval of all payments (budget), and reporting on the grant (quarterly and final reports).

**Project Fiscal Sponsor Eligibility.** In order for a project fiscal sponsor to receive funds on behalf of the lead grantee the project fiscal sponsor must be a 501(c)3 Nonprofit Organization. The project fiscal sponsor can be performing work on the grant project, or serving solely as a fiscal sponsor on the lead grantee's behalf.

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**Funds Disbursement.** GPP will issue two lump sum grant award payments to the lead grantee or their designated project fiscal sponsor. The first payment will be for Year One project implementation and not to exceed \$150,000. The second payment will be for Year Two project implementation, is contingent on successful performance of Year One milestones, and will not exceed \$150,000. Prior to issuing Year Two payment, the SSCF may require a written scope update from the lead grantee to update expectations and deliverables for Year Two work. If this is required, the scope update will be drafted by the lead grantee, approved by the SSCF Program Manager, signed by GPP and the lead grantee, and added as an attachment to the original grant award letter.

## Appendix 2. Grant Delay and Extension Policy

### Extension Policy Purpose

Once an award has been granted to a lead applicant, obstacles can arise that stand in the way of meeting deliverable deadlines. This document describes the SSCF policy in such instances, and provides grantee guidance on how to respond, take corrective action, and request fund intervention or extensions.

### Grant Delay Guidelines

SSCF grants have a lifespan of two years. Grants that are not delivered within the prescribed timeline come with a price tag for the program, in the form of 1) increased Fund Management time investment, which is deferred from new program development, and 2) the potential for reduced funder trust that lead applicants and partners can deliver strong, impactful projects in reasonable timeframes. To mitigate these costs, SSCF has created the following guidelines by situational category to help grantees understand the established process and subsequent steps that will be taken to correct delays.

Reason for Delay	Description	Impacts of Delay	Corrective Measures
Lead Grantee or Project manager lead Leaves	Turn over is expected. This means that turn over will be experienced during some grant life spans.	When a lead departs, the team can experience significant delay and the product can be jeopardized.	Departing lead grantees must contact SSCF staff and fund management as soon as possible. A transition plan will be developed on a case-by-case basis depending on factors like: funds spent to date and by whom, strength of other team members, and percent completion.
Consulting Lead Leaves	Sometimes a critical team member departs the project, leaving the team to replace them.	When a consulting partner leaves, often the work they were doing must be re-bid.	Lead grantee must contact SSCF staff and fund management immediately. Fund management will work with the grant team to fund swift and suitable replacement(s).
Consulting Partner is	In some cases, partners that look good on paper	This type of issue can jeopardize the quality	Lead grantee must notify SSCF staff early of any negative interactions with the partner



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unresponsive, or responsive in a negative manner	do not meet expectations during implementation.	of the deliverables and the effectiveness of the project as a whole.	and team. SSCF staff will speak to the partner separately to understand how the situation can be corrected or resolved.
Lead Grantee and/or Project Manager is Unresponsive	In some cases, leads applicants or project managers have capacity issues that prevent them from executing the project to the expectation of signed award.	This will directly impact that city's ability to obtain more funding.	SSCF staff will note unresponsiveness to the project leads, lead grantee and/or project manager, and this will be a point of decision: in extreme cases, GPP and SSCF staff may request a refund from that City's Finance Department or from lead applicant.
Incomplete Deliverables	At times, deliverables are turned in that are unsatisfactory or do not match the signed scope of work deliverables.	This may directly impact the ability of the lead city to obtain funding in the future, depending on the justification as to why they are incomplete.	The lead grantee must submit to SSCF staff in writing why the deliverables do not meet expectations. Based on those explanations, a corrective course of action may be developed by SSCF staff and the lead grantee.
Repeated Extension Requests	Some lead grantees request repeated extensions.	This may directly impact the ability to obtain funding in the future. No more than 2 extension requests will be entertained before a refund may be requested. Any grant extension requests must be done in writing. SSCF staff will make decisions on a case-by-case basis.	The lead grantee must submit to SSCF staff in writing why the extension is being requested. They must also submit any deliverables created to that point for evaluation of progress and merit. Based on the explanation and product, a corrective course of action may be developed by SSCF staff and the lead grantee, or a refund may be requested by GPP and SSCF to the grantee.

*The SSCF team strives to work with each grantee and team to ensure success, so these guidelines ultimately stress proactive communication and responsiveness. We understand that situations change, and encourage contact early and often to work with SSCF to avert situations that cannot be corrected in a manner that still obtains strong deliverables and usefulness to the field of urban sustainability. Please contact Meg Williams Jamison, [meq@southeastsdn.org](mailto:meq@southeastsdn.org), with any questions.*

### Grant Extension Request Guidelines

If a grant extension must be requested, please explain the following in writing:

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- 
1. List Grant Lead and Project Team members, including consultants.
  2. Describe progress to date (attach any deliverables in their current state).
  3. Describe reason for extension request.
  4. Describe any corrective action taken to ensure the new requested deadline can be met.
  5. Suggest new deadline.

This write up will be evaluated by SSDN staff and Fund Management. A follow-up phone call may be requested to clarify portions of the request. Extensions will be provided in writing from the Fund Management to the Lead Grantee.



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### Appendix 3. Copy of Grant Proposal

#### Fulton County, Georgia – Community Resilience Hubs

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##### Project Evolvement

Since submission of the LOI, the proposal for Community Resilience Hubs in Fulton County has evolved to address feedback concerning the community engagement and technical feasibility aspects of the project. In order to address opportunities for improvement raised by the SSCF Technical Advisory Committee, the project team consulted with several advisors in these two areas, and other partners suggested by the Committee. These advisors include: Meg Jamison, SSDN; Chandra Farley, Partnership for Southern Equity; Beth Gibbons, American Society of Adaptation Professionals; Kristen Baja, USDN; Seth Mullendore, Clean Energy Group; Geoff Oxnam, American Microgrid Solutions; and Bob Drew, Ecovie; Richard Hanson, Georgia Water Tanks. As a result, this proposal offers a clearer picture of the plan, process, and work accomplished to date for community engagement, and the proposed project reflects a more realistic and feasible technical resilience solution to implement given the local context, known best practices, and available resources.

[MJ1]

Feedback on the LOI indicated the need for increased community engagement and partnership in the site selection process, clarification of the types of facilities being considered for resilience hubs, and further thought to be given to engagement and partnership with the community once the site is established. In this proposal, we highlight the community engagement work that has been carried out to date and clearly lay out the plan for engaging and partnering with the community in the selection and implementation of a Community Resilience Hub. Through the TransFormation Alliance, Southface has previously conducted outreach in Southwest Atlanta and the city of Atlanta at large to identify resources and needs that the community desires in order to improve their ability to adapt to climate change and reduce vulnerabilities. Among other common themes, the need for resilience in the face of power outages and extreme weather situations was raised by the community. Building on this initial phase of outreach, the project team will work with the local communities around the candidate sites to determine how the implementation of a Community Resilience Hub could meet their local resilience needs. This past work and the proposed process for community engagement is described further in the following sections.

Feedback also pointed to the need to refine the technical aspects of the proposal, including the number of Community Resilience Hubs proposed to be further explored for technical feasibility and implementation, solar+storage goals, etc. Based on the feedback and conversations with technical advisors, the project team has narrowed the number of candidate sites from eight to four and will seek to implement a Hub at only one of these facilities. This revision will allow the project team to focus time and resources on establishing a single, robust resilience hub that meets all the resilience needs identified by the local community[MJ2], and that can serve as a replicable example for the SSDN network and Southeast Region. The solar+storage goals have also been updated and clarified to reflect the local context of power outages and resilience needs, as well as



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recommendations provided by technical advisors. Finally, a plan for staffing the resilience hubs in a way that includes the local community and youth as trained experts is provided. Several of the technical advisors that the project team consulted have offered to serve as ongoing resources for exploring and implementing a resilience hub.

#### Project Design and Major Milestones

Fulton County, Georgia, the most populous county in the state (1,050,114[1]), is afforded with many assets and opportunities, such as numerous Fortune 500 company headquarters, the world's busiest airport, renowned higher education institutions and the nation's densest urban tree canopy. However, it is not without its challenges related to low household income, areas of high poverty, limited public transportation access and mobility, unsustainable land use policies and inequitable distribution of benefits and burdens.

Climate change is exacerbating these challenges and it will be necessary to proactively respond with innovative and community-supported solutions to increase adaptive capacity and reduce vulnerability. Local climate vulnerability has been identified by community members and state/national climate assessments as being the greatest due to increasing and variable temperatures, altered precipitation, flooding and extreme weather events. These are of acute concern for seniors, people with disabilities, low- and moderate-income households and communities of color as they are often under-resourced and lack services, such as access to public transportation, and community centers equipped with resilient technologies and practices for social and climate resilience (see Attachment A).

A key solution to address these challenges in the local context is the implementation of a Community Resilience Hub at a Fulton County facility (e.g., library or health center). Community Resilience Hubs serve local residents, facility staff and others during emergency situations due to extreme weather events and other stressors to the resilience of our systems in the face of climate change. These Hubs also act as beacons in under-resourced communities and communities of color to engage, connect and learn about resilient and sustainable practices and technologies so that residents and local government may gain exposure and familiarity with the economic and environmental opportunities and benefits.

The primary goal of this project is to enhance the first and second tiers of community resilience and increase adaptive capacity while reducing vulnerability to stressors created by climate change in Fulton County, GA. This goal will begin to be accomplished through the implementation of sustainable and resilient practices and technologies at one Fulton County facility as a scalable and replicable model for the region, accompanied by thorough community engagement, partnership and education around all four potential facilities. Four candidate facilities (Attachment B) have been initially selected as suitable candidates for a Community Resilience Hub based on a high-level analysis of community assets, Fulton County's portfolio of facilities, as well as past work to gather community input on climate resilience needs and assets. The high-level analysis included an examination of basic solar+storage requirements (e.g., energy use, roof suitability, building usage, etc.).

Past work to understand community climate resilience needs has been carried out since 2017 in partnership with the TransFormation Alliance and its members including Georgia STAND-UP, ECO-Action, West Atlanta Watershed Alliance, Partnership for Southern Equity, Atlanta Fire Rescue Department, and the City of Atlanta



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Mayor's Office of Equity, Diversity, Inclusion and Resilience (One Atlanta). As part of this work, Southface and partner organizations conducted community conversations, asset mapping, surveys and community based participatory research, and other outreach in Atlanta (primarily Southwest) to identify areas of concern and solutions to climate- and culture-related vulnerabilities. Among others, a common theme emerged that pointed to the need for increased resilience at the community and individual level in the face of major power outages, natural disasters, and climate-related emergency situations. Community Resilience Hubs were discussed and there was consensus that this solution would help to spur and provide the added resilience and adaptive capacity that the community needs.

The proposed project includes two primary tasks, both founded in significant community engagement. The first is selection of one site out of the four candidate facilities and the second is implementation of a Community Resilience Hub at that site. The community's voice and assets will directly inform site selection and then guide the implementation of the Hub.

The site selection process will involve a combination of both techno-economic analyses of the feasibility of each facility for solar+storage and other resilient technologies, as well as community engagement with local residents about how the proposed Community Resilience Hub could meet their needs and build on existing assets. Supported by technical advisors that bring expertise in solar, battery storage, rainwater harvesting, and other resilient technologies and practices, the project team would examine each facility's ability to physically support a resilience hub. This analysis will also inform decisions about how much of the critical load of the buildings will be supported and for what duration.

The project team and community partners will conduct multiple community engagement and visioning sessions at each of the four facilities to better understand specific resilience and sustainability needs, existing assets, resources and partnerships, priority solutions for enhanced resilience, and provide educational information to facility staff, local organizations and businesses, visitors and other residents about resiliency. Currently, multiple neighborhood associations and community-based organizations use and connect often with candidate sites, including Capitol View, Capitol View Manor, Adair Park, Sylvan Hills, and Pittsburgh neighborhood associations, as well as Neighborhood Planning Unit-X (NPU). We will also discuss the potential implementation and implications of establishing a Hub and gather input and feedback about the desire to move forward with implementation. Further, community and facility staff input will inform which areas and operations of the facility will be operable during times of Hub activation in emergency situations. The project team has included funds in the budget for meals, materials, and staff time for multiple, in-depth community conversations at each of the candidate sites over both years of the grant period. Funds are also budgeted for personal resilience kits, 25 at each of the candidate sites, that will include items useful in power outage and emergency situations for community members. These kits could include items such as batteries, solar chargers, first aid kit, water, food, resilience hub guide, etc.]

These two processes (feasibility analysis and community engagement) will take place simultaneously during year one of the grant period. Fulton County and Southface will work in tandem to coordinate the building assessment and analysis with technical experts, as well as to gather community input on the proposed project. The sessions would serve not only to inform site selection and implementation but also to educate communities



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local to the four facilities about resilient and sustainable technologies and practices that can be used at home to enhance first tier resiliency. The existing partnerships with community-based organizations at each of the four facilities will be leveraged to spread awareness about the community engagement and visioning sessions, and potential resilience hub implementation. Southface brings a host of relationships with local the aforementioned as well as new community organizations and government partners such as the Atlanta Regional Commission, BeltLine Network, Atlanta BeltLine Inc., MARTA, Historic Westside Gardens, Atlanta Neighborhood Planning Units, additional Neighborhood Associations, Atlanta Public Schools, Department of Parks and Recreation/Department of Watershed Management, with years of community engagement/partnership experience that will bolster this process.

As a result of thorough community engagement, in-depth building, solar+storage and rainwater harvesting assessments, and coordination with relevant Fulton County Departments, one of the candidate sites will implement technologies and robust practices/operations to become a Community Resilience Hub. The Hub would be retrofitted with technologies, equipment, and resiliency supplies identified by the community and technical advisors as necessary and desirable, such as solar+storage, rainwater harvesting/treatment, local food supply, refrigeration, equipment charging, communications, medical supplies, etc. The project team plans to procure solar through a Solar Energy Procurement Agreement (SEPA) with a solar developer. This financing scenario would require no grant funds to procure the solar and Fulton County is currently actively pursuing a SEPA with a reputable Atlanta-based solar developer. Facility staff and a designated Intern, hired from the community, will be charged with the operation of the Hub and ongoing education and outreach to the facilities users and broader community. The implementation of the Hub would take place in year two of the grant period. If the process of exploring and implementing the Hub leads to the conclusion that a second Community Resilience Hub is possible with the resources available and community buy-in, the project team will pursue that possibility. Fulton County and the Manager of Energy and Sustainability, Kenneth Darisaw, and Southface Senior Project Manager of Community Impact, Alex Trachtenberg, will lead the project in close partnership to accomplish the project goals and milestones.

Over the two-year project period we plan to have installed a solar energy system and complementary battery storage at one facility to support critical loads and resilient power for up to 24 hours, mitigating greenhouse gases and climate impacts through a reduction in fossil fuel combustion. The duration of 24 hours has been initially chosen for the Hub based on historical data about typical power outages in the area and the feasibility of implementing a larger duration of resilience with available resources. Data from the US Energy Information Association (EIA) indicates that Georgia Power customers experience power outages lasting approximately five hours. If further analysis shows that additional capacity is possible and cost-feasible, the project team will attempt to maximize the duration of resilience (i.e., supporting the critical loads up to 72 hours). The implementation of solar+storage will provide the added community benefit of County residents access and exposure to renewable and resilient energy sources that did not previously exist. We also plan to install rainwater harvesting and treatment systems at the facility, supplying water for indoor and outdoor use for at least 24 hours, while also reducing stormwater and urban flooding in the community.

At the end of the project period, we will have engaged and educated hundreds of diverse community members through numerous community engagement and visioning sessions at four facilities, increasing their adaptive



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capacity and reducing vulnerability, and alleviating energy/water burden, freeing up valuable resources for other needs. Session attendees will also be able to observe the design and installation of resilient technologies and learn about additional training opportunities in the clean energy and regenerative economy. The communities and populations surrounding the selected sites who are mostly low-income, under-resourced, communities of color and are not typically exposed to these types of practices and technologies will learn about how to utilize them in their homes and communities in order to be more sustainable, resilient and live with greater affordability. The social cohesion and connections between community members, organizations as well as government will be enhanced as a support system for greater community resiliency.

The project team will also work with the necessary Fulton County Departments to advance Community Resilience Hubs as part of their design, construction and operations guidelines for all applicable facilities. Community Resilience Hubs can be replicated and integrated across Fulton County government operations and design and construction of their facilities, as well as other local governments in the region. The climate vulnerabilities described above are not exclusive to Fulton County or Georgia; these are challenges that are and will continue to be experienced across the Southeast region. The South will be the hardest hit by climate change[2], experiencing serious economic and health loss, and exacerbating inequality. Every community across the region will benefit from the implementation of Community Resilience Hubs as a measure to promote greater resilience, preparedness and regeneration from a shock or stress to the system. The Hubs also promote economic opportunities to engage in the growing clean energy and sustainability sectors. Every community across the region has public and/or community facilities which could be improved as Community Resilience Hubs with community engagement and education, and the implementation of sustainable and resilient practices and technologies. The project team is prepared to serve as an example and resource to the SSDN, its members, and other municipalities in the Southeast about the process of exploring, proposing, and implementing a robust resilience hub in the region.

#### Impact on Community Sustainability

Given the increasing intensity of weather due to climate change, measures that improve the ability of a community to recover from such changes will enhance its adaptive capacity and resilience. Further, extreme storms that cause power loss, flooding, mobility obstructions, and other issues will continue to disproportionately impact communities that have additional, non-climate vulnerabilities. In Fulton County, and especially in the communities surrounding the candidate sites, these non-climate stressors can include emissions proximity, lack of access to healthy food and public transportation, and sparse affordable and quality housing. Climate change interacts with these non-climate stressors by worsening asthma due to poor air quality; particulate matter concentration and mold due to water intrusion; heat-related illness due to temperature increase and lack of access to air conditioning; and inhibiting transportation access due to flooding. When these stressors combine, the burdens placed on low-income communities and communities of color can be devastating. For example, a heavy rain event that causes minimal flooding and a power outage can impact in-home medical devices and disrupt a family's ability to seek healthcare or work.

Community Resilience Hubs aim to alleviate the burden placed on communities during and after extreme weather events, and in doing so enhances the adaptive capacity of the community and its residents. In the face of increasing temperatures, precipitation variability, and extreme weather events, resilience hubs provide the



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two-fold benefit of 1) second-tier resilience as a space for residents to find safety, power, and shelter; and 2) first-tier of resilience by educating residents on strategies and technologies that can be used in their own homes to be more resilient to stressors like power outages and flooding. Resilient technologies that will be employed at the facilities, such as solar+storage and rainwater capture, ensure that they can continue to operate during power outages and other times of need. Community engagement and education will aim to inform both regular visitors and individuals seeking refuge before, during and after extreme weather events.

#### Community Partnership and Partner Roles

The candidate facilities chosen by the initial high-level analysis are owned and operated by Fulton County and each serves their surrounding communities. These are community-facing facilities that are generally well-known in their local context and are often centrally located at nodes of transit, public amenities, and community. The candidate facilities are made up of two libraries and two health centers in Fulton County (Attachment B). The four candidate facilities each have existing relationships with community-based organizations that they partner with on a variety of initiatives, programs, and services. These organizations include multiple neighborhood associations, Neighborhood Planning Units, and community-based organizations referenced in the previous section. The project team will work with the facilities to leverage these existing relationships to gather community input and voice during the community engagement process of the project.

Fulton County and Southface will work in close partnership on the following activities and tasks: general project management; community outreach, engagement, partnerships, and education; building feasibility analysis and study; resilient technology design and implementation; government staff training and education; and related communications and peer learning.

Southface and the TransFormation Alliance (TFA) also serve as community partners. Southface is a 501(c)(3) nonprofit established in 1978 and based in Atlanta, GA and Fulton County. Southface has been working in Fulton County and with community partners for the past 41 years to promote sustainable homes, workplaces and communities through education, research, advocacy and technical assistance. During this time Southface has hosted hundreds of trainings and community meetings across the county and the state, engaging thousands of people on sustainability and resiliency. Southface believes in cross-sector collaboration and partnering with diverse groups of people to create sustainable and resilient communities. We meet people where they are and show up when invited by on-the-ground community partners to co-design community-based solutions to enhance sustainability and resiliency.

These are some recent examples of Southface's community partnership work on the southside of Atlanta and Fulton County. Southface is the Climate Champion for the TFA and has led a climate resilience focused community engagement and partnership process. Dozens of stakeholders, community leaders and members in the city of Atlanta and Fulton County have participated in numerous events to learn together and share educational information, and identify assets and adaptation strategies to enhance community resilience. Community members speak to the need for resilience hubs, renewable energy development, education/training and economic opportunity. Southface and Energy Efficiency for All Georgia Coalition



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members such as Georgia Watch and the Partnership for Southern Equity's Just Energy Circle and its members also convene Energy-Equity Forums across metro Atlanta and Georgia to inform communities on the energy system, regulatory environment, cost-effective energy efficiency measures, the clean energy economy and opportunities to act. Additionally, as a result of community engagement and partnership on climate and cultural resilience in Southwest Atlanta, Southface has created a green infrastructure workforce development and implementation program called Atlanta CREW. This program is training more than 60 people on how to install and maintain green infrastructure and implements projects in the local watershed with hands-on training, providing an added community benefit of improved stormwater management. Southface strongly believes that solutions to our most pressing challenge, climate change, will not only require robust and scientifically based technical research and expertise, but also authentic partnerships with communities on the ground so that the solutions are truly sustainable. Southface and Fulton County have worked closely together and collaborated on every step of the Community Resilience Hubs project development.

#### Equity and Inclusiveness

The projects priority stakeholders are the populations surrounding the four candidate Community Resilience Hubs sites. When compared to Fulton County at large, these areas have a higher percentage of poverty, lower median income, higher percentage of people of color, greater percentage without a vehicle, higher energy burden and more than half a mile from the nearest public transit station (see Attachment A). These areas and groups have been selected due to their high level of climate vulnerability and limited adaptive capacity as a result of limited income and economic opportunity, underinvestment in their communities, limited public resources and services, racially discriminatory policies and inequitable distribution of resources. These communities stand to benefit the most from a more sustainable and resilient community and economy, and they have traditionally been the most burdened by social and environmental conditions and injustices. These are communities without an alternate place to go in times of emergency, such as a Hub, or to learn about the opportunities for advancement in the sustainable economy.

Community engagement and visioning sessions will be hosted to accomplish a number of goals: 1) educate local residents and facility staff about resilient technologies and practices that can be implemented in their homes and businesses; 2) gather the community's input on the possibility of a Community Resilience Hub at their facility; and 3) gather the community's input on what features would be most important for resilience. These sessions will directly inform which site is selected for implementation of the Community Resilience Hub. Southface has robust experience convening these types of forums and will work with local community-based organizations referenced above and others to maximize participation and connection with residents. Multiple sessions will be held at each of the candidate facilities in the community engagement process of year one to educate and inform site selection. As the project progresses to implementation in year two, community engagement will shift to continued education about the technologies and practices being installed at the selected site. This engagement will continue not only for the selected site, but with the other three sites as well, ensuring that all residents initially engaged are included in ongoing education about how to be more resilient at home and how to get involved in the industries related to resilient technologies.[MJ5]

We plan to connect interested and capable members from these and surrounding communities with contractors for on the job training with solar+storage, rainwater harvesting, etc. Further, an intern [MJ6] will be hired from



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the local community to help operate the Hub with Fulton County staff and will be tasked with engaging youth and other community members through affinity or support groups such as a “Resilience Hub Club”. We also plan to customize an educational component around each of the candidate Hubs that directly relates to the profile of the regular visitors and surrounding communities. [M17] The patrons and facility visitors can also learn about all the components of the Community Resilience Hub and their significance. This information can help them in developing resilience practices in their own lives and homes. Information will be provided on how to pursue a career or education related to energy, sustainability and/or community development.

### Innovation

If established, the Hubs would represent the first resilience hubs in the state to incorporate solar+storage. Currently, there are no designated community emergency centers or resilience hubs in Fulton County and there are only three cooling/warming centers in the city of Atlanta[3], creating a high level of vulnerability to climate shocks and stressors. As an adaptation strategy to the impacts of climate change, resilience hubs that are located at local government and community facilities are understood to be effective at improving the resilience, cohesiveness, and equity of communities. However, their adoption and application in Georgia and the Southeast, especially in low-income communities and communities of color, has yet to be realized. Resilience hubs present unique opportunities to leverage well-known and established centers of community activity to provide community members with both the resources they need to recover from major climate events and the education to improve their personal resilience in preparation for future disasters and events. Taking advantage of the location and public awareness of these facilities, the Hubs would provide new strategies that residents can add to their toolkit for adapting to the impacts of climate change.

The community engagement and resilience education components of this project represent an innovative method for increasing public awareness and knowledge about strategies for personal and community resilience related to the changing climate. Not only will the resilience hubs serve as centers for safety and recovery after major climate events, but they will also provide residents and regular visitors with the opportunity to learn about resilient technologies and practices that can be used in their homes and communities.

Further, Fulton County will update their sustainable building policies to reflect a minimum level of resilient technologies and strategies for future construction and renovation of their facilities. Building on the current sustainable building policies that include requirements for green building certifications, the County will use lessons learned from the implementation of resilience hubs to form the basis of these policies. Community resilience hubs have the potential to be replicated at the local and regional level across Georgia and throughout the Southeast. Not only could Fulton County expand their resilience efforts to other facilities within their portfolio, but they could also serve as an example for other municipalities at the city, county, and regional level. The facilities selected as potential candidates to be resilience hubs are typical municipal facilities and are common throughout the state and Southeast. Further, the stressors and burdens faced by residents of Fulton County and Atlanta are a common experience of similar communities in the Southeast. Fulton County will produce a set of best practices and lessons learned case study from the implementation of the resilience hubs that could serve as a guide for other implementation efforts.



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As a result of this work, Fulton County and Southface would be able to serve as a valuable resource to SSDN, its members, and other municipalities in the Southeast on the establishment of resilience hubs. Through this process of proposing Community Resilience Hubs in Fulton County, the project team learned numerous valuable lessons, specific to this region and climate context, that would be directly applicable to similar teams and projects. It is expected that this learning will continue into the implementation phase of this project, and that experience could be key for the equitable advancement of resilience hubs and climate resilience in the Southeast.

#### Local Government Commitment

Fulton County has signaled their commitment to sustainability and equity through the unanimous passing of its first sustainability plan. The primary objectives of the plan include reducing the aggregate energy and water consumption of county facilities by 20% by 2025, improving air quality, and empowering employees and residents through education. This plan sets priority areas that the county feels are integral to achieving these objectives and maintaining sustainability in a rapidly changing environment: Climate Change Mitigation; Social Equity & Smart Transit; High-Performance Infrastructure; Education, Outreach, and Green Jobs Training/Placement; Fostering Partnerships; and Budgetary Appropriation.

Climate Change Mitigation involves driving efficient energy use, while identifying and implementing renewable energy opportunities. Addressing Social Equity & Smart Transit will encourage clean energy transportation and advance community efforts promoting self-sufficiency through resident engagement. The High-Performance County Infrastructure priority area will improve recycling and waste diversion efforts while utilizing building automation systems to improve maintenance strategies, along with continuously improving water quality initiatives and efficiency. Fostering Partnerships with our cities, organizations and businesses will support environmental justice and support sustainable practices in Fulton County. Identifying products, grants and programs designed to promote sustainability and driving utility cost savings through efficiency will support Budgetary Appropriation. Fulton County's Sustainability Plan also lists major tasks to be accomplished by 2025 and later demonstrates that each task often influences and is influenced by multiple priority areas. The Community Resilience Hub project that we are proposing supports all of the plan's priority areas and would also reiterate Fulton County's commitment to environmental justice and the preservation of natural resources.

Implementation of a Community Resilience Hub would be supported by facility staff and an Intern hired from the community. Fulton County, in partnership with Southface and technical advisors, would provide any necessary training and support to these positions to ensure appropriate operation of the Hub.

#### Success Metrics

Success for this project is defined as the improved resilience and adaptive capacity of individuals and communities with access to and in the local areas surrounding of the selected Community Resilience Hub. Progress towards this outcome will be indicated by metrics relating to the establishment and use of the resilience hubs, community resilience characteristics and perceptions, and impact on other resilience policies and projects. These metrics include the following:

#### Establishment and Use of Community Resilience Hubs



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- Number and duration of events requiring use of Community Resilience Hub
  - Number of regular visitors and visitors during major climate events
  - Amount of electricity (kWh) produced, stored, and used before, during and after major climate events
  - Amount of greenhouse gas emissions (tons) avoided by sustainable and resilient technologies
  - Amount of water (gal) captured and reused
  - Number and attendance of Community Education and Visioning sessions

#### Community Characteristics and Perceptions

- Demographics of visitors during and after major climate events
- Adaptive capacity and vulnerability reduction
- Visitor and community perceptions of resilience after major climate events

#### Impact on Resilience Policies and Programs

- Integration of resilience hub practices into Fulton County sustainable building ordinance
- Fulton County and Southface used as a resource for other similar efforts in the Southeast

Measurement and data collection for these metrics will be coordinated by the facility staff and intern. Protocol will be established by the project team for recording data surrounding events that require use of the resilience hub in such a way that does not hinder the staffs' ability to provide resilience services to the community. We also plan to share data and metrics on the Community Resilience Hub publicly through a web dashboard.

#### Challenges

Successful establishment of a Community Resilience Hub is dependent on factors that will take shape during the site selection and implementation phase of the project. Community buy-in is a key component of a Hub that truly serves and meets the needs of the surrounding residents. For this reason, emphasis will be placed on the first phase of the project to ensure that the community is informed and knowledgeable about resilience, has had adequate opportunity to provide and has provided input on the proposed Hub, and continues to support the implementation of this project. Further, the comprehensive techno-economic analysis and structural analysis could reveal technical barriers to implementing some of the resilient technologies at the candidate sites. The project team has carried out an initial analysis of the candidate facilities with technical advisors and feels comfortable about the suitability of each site for a resilience hub, but this could be a potential challenge.

The project team has experienced some challenges in finding comparable examples of resilience hubs to guide the design of this project due to the lack of resilience hubs in the Southeast. This will be a challenge in the implementation phase as we are in relatively uncharted waters, particularly in the local context. However, with the guidance from technical advisors and learning from examples in other regions, Fulton County and Southface hope to provide the Southeast with a promising example of a Community Resilience Hub that can be replicated throughout the region.

*SSCF Tracking: R3Y1B, Fulton County**Amount: \$300,000**Grant End Date: December 31, 2021*

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- [1] <https://www.census.gov/quickfacts/fact/table/fultoncountygeorgia,fultoncitymissouri,GA/PST045218>
  - [2] <https://www.nytimes.com/interactive/2017/06/29/climate/southern-states-worse-climate-effects.html>
  - [3] <https://www.atl311.com/wp-content/uploads/2015/06/City-of-Atlanta-Cooling-Centers.pdf>



## **EXHIBIT B**

### **SCOPE OF WORK**

## SCOPE OF WORK

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The Contractor shall perform the following tasks required for this Scope of Work as described below:

1. Serve as the fiscal agent and recipient of grant funding on behalf of the County to manage project financials, budgets, invoicing, purchasing, subcontracting, payments, and related grant reporting in coordination and with approval from the County. The Contractor shall prepare procurement solicitations, complete subcontractor proposal evaluations and selections, and execute subcontract agreements as necessary to complete the Scope of Work on behalf of the County and with the County's review and written approval.
2. Select via a competitive process and subcontract with professionally licensed and qualified design and engineering subcontractors and construction subcontractors to complete the final design drawings, permits, and initiate the construction installations of the battery energy storage system connected to the installed solar array, and rainwater harvesting system at Metropolitan Branch Library. Purchase the necessary supplies and equipment from qualified vendors as specified in professional designs, specifications, and drawings by licensed architects, engineers, and subcontractors.
3. Develop the facility operations manual and procedures for the Metropolitan Library Resilience Hub programming and services, communications, power systems, and building and landscape during every day, disruption, and recovery operations modes.
4. Support the grant reporting requirements of quarterly, annual, and final reports, attend grantee cohort meetings facilitated by SSDN, and participate in storytelling/communications activities with SSDN.

**EXHIBIT C**  
**COMPENSATION**

## **COMPENSATION**

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County agrees to compensate Contractor for all services performed under this Agreement and per the executed SSDN grant agreement, in an amount not to exceed \$300,000.00 (Three Hundred Thousand Dollars and No Cents). The detailed costs are provided below:

1. Personnel expenses: project management, fiscal agency, purchasing, subcontracting, operations manual and procedures, communications, and grant reporting.
  - a. Hourly rate = \$75
  - b. Total hours = 240
  - c. Total expense = \$18,000
2. Non-personnel expenses: subcontract agreement for battery energy storage system design and engineering development management services, subcontract for the construction and installation of the rainwater harvesting system, and subcontract for the construction and installation of the battery energy storage system.
  - a. Subcontract for battery energy storage system development management services = \$19,500
  - b. Subcontract for construction and installation of battery energy storage system = \$162,400
  - c. Subcontract for construction and installation of rainwater harvesting system = \$25,000
3. Total expenses: personnel and non-personnel
  - a. Total personnel = \$18,000
  - b. Total non-personnel = \$206,900
  - c. Total expense = \$224,900

**EXHIBIT D**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/08/2022

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).

<b>PRODUCER</b> <b>USI Insurance Services, LLC CL</b> <b>1 Concourse Pkwy NE</b> <b>Suite 700</b> <b>Atlanta, GA 30328</b>	<b>CONTACT NAME:</b> Martin Schneider <b>PHONE (A/C, No, Ext):</b> 800 849-0942 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> martin.schneider@usi.com																					
<b>INSURED</b> <b>Southface Energy Institute, Inc</b> <b>241 Pine Street NE</b> <b>Atlanta, GA 30308</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Federal Insurance Company</td><td>20281</td></tr> <tr> <td colspan="2">INSURER B : ACE American Insurance Company</td><td>22667</td></tr> <tr> <td colspan="2">INSURER C : Great Northern Insurance Company</td><td>20303</td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Federal Insurance Company		20281	INSURER B : ACE American Insurance Company		22667	INSURER C : Great Northern Insurance Company		20303	INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36035272	10/08/2021	10/08/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73591047	10/08/2021	10/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			79894465	10/08/2021	10/08/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	871750188	10/08/2021	10/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	D&O			82371594	10/08/2021	10/08/2022	\$1,000,000 Agg Limit
B	Professional Liab			G23680944009	03/29/2022	03/29/2023	\$1,000,000 Ea Claim/Agg

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

**RE: Project Name: Community Resilience Hub, Project Location: Atlanta, Georgia, Project start date: July 2022.**

## CERTIFICATE HOLDER

## CANCELLATION

Fulton County Government  
 Attn: Purchasing Department  
 130 Peachtree Street, S.W.  
 Suite 1168  
 Atlanta, GA 30303-3459

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

*Paula B. Bulman*

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**EXHIBIT E**

**GEORGIA SECURITY AND IMMIGRATION CONTRACTOR**

**AFFIDAVIT AND AGREEMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

FORM A: 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<sup>1</sup> under a contract with **Southface Energy Institute, Inc.**, on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

96046

EEV/Basic Pilot Program\* User Identification Number

BY:  Authorized Officer of Agent (Insert Contractor Name)


Vice President, Southface Institute

Title of Authorized Officer or Agent of Contractor

Laura Case

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of July, 2022

Notary Public: Raghad mukhlif 

County: DeKalb

Commission Expires: 04/19/2026



<sup>1</sup>O.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.

<sup>2</sup>[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].