



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Camp Village, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

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ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Camp Village, Inc., Camp Village. Inc. d/b/a C.A.U.S.E. for Elegance and Village IMAGE Printing will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):**YCS Staff paste Service delivery site(s) from WebGrants (Q.9):**

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
Camp Village, Inc. d/b/a C.A.U.S.E. for Elegance	3500 Peachtree Road	Atlanta	Georgia	30326	3	3, 4, 5, 6
Camp Village, Inc. d/b/a C.A.U.S.E. for Elegance	1790 Cheshire Bridge Road	Atlanta	Georgia	30324	3	3, 4, 5, 6
Camp Village, Inc. d/b/a Village IMAGE Printing	550 Fairburn Road, SW	Atlanta	Georgia	30331	6	4, 5, 6
Camp Village, Inc.	135 Auburn Avenue	Atlanta	Georgia	30303	4	4, 5, 6
Camp Village, Inc. d/b/a C.A.U.S.E. for Elegance	50 Hurt Plaza	Atlanta	Georgia	30303	4	4, 5, 6

Overview of Summer Youth Job Training Program:

Camp Village, Inc., Camp Village. Inc. d/b/a C.A.U.S.E. for Elegance and Village IMAGE Printing will provide services to **40** clients that reside in Fulton County, with SYJTP funding.

“I’m The Boss” - Program Overview Target Audience: Youth ages 14 - 24 Session Length: 15 sessions x 1 hour per session Program Abstract: The I’M THE BOSS Youth Entrepreneurship Program (“I’M THE BOSS”) is a unique experience for youth to learn how to create wealth and financial independence through business ownership. I’M THE BOSS is built around the idea that youth shouldn’t just learn the concept of entrepreneurship - they should get the chance to put it into practice. I’M THE BOSS consists of a series of lessons promoting not only basic business skills development but also the life skills necessary to succeed as an entrepreneur. The training program mixes hands-on, community-based activities with a traditional training session format. Character development and life skills training prepare our youth to be the next generation of leaders! I’M THE BOSS teaches youth valuable and transferable life skills and core competencies including: - Effective Communication - Leadership - Public Speaking - Decision Making - Life Planning - Financial Literacy- Community Impact The end result of the I’M THE BOSS program is empowered youth equipped to transform their lives and the vitality of their communities. WEEKLY SESSION OVERVIEW 1. Introduction & Overview Lays out a basic understanding of entrepreneurship and the traits of a successful entrepreneur. 2. Develop Your Business Idea Brainstorming potential business ideas as well as responding to client requests. 3. Present Your Idea Participants develop presentation and public speaking skills as they give a 2-3 minute overview of their initial business idea. Other participants provide feedback and critique. 4. Will Your Idea Sell? (part 1) Learning how to research your market. Find out who your competitors are. Determine what makes your business different. Talk to potential customers and find out what they want. 5. Will Your Idea Sell? (part 2) Evaluating the three types of costs associated with your business. Determine selling price for your product and profit per item. 6. Will Your Idea Sell? (part 3) Evaluate the Strengths, Weakness, Opportunities, and Threats to your business by completing a SWOT analysis. 8. Marketing (part 1) Understanding the 5 P’s of marketing 9. Marketing (part 2) How to develop your marketing plan 10. Accounting Learn the importance of accounting for entrepreneurs. Learn how to keep a daily cash journal. 11. Developing Your Business Plan (part 1) Learn the basic structure of a business plan 12. Develop Your Business Plan (part 2) Use what you’ve developed so far to develop a business plan. 13. Finding Start-Up Capital Learn how to find funding to start your business. 14. Action Planning Turn your business plan into an action plan to start and operate your business 15. Final Presentations Participants will enhance their presentation and communication skills as they provide a final “Shark Tank” style presentation for their business.

Camp Village, Inc., Camp Village. Inc. d/b/a C.A.U.S.E. for Elegance and Village IMAGE Printing will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

CAMP VILLAGE, INC. d/b/a C.A.U.S.E. for Elegance & Village IMAGE Printing At CAUSE/IMAGE, the students are learning and getting experience in many disciplines such as: Buyers Buyers are responsible for planning and selecting a range of products to sell. The buyer must consider the following factors when making purchasing decisions: Customer demand, including price, quality and availability Market trends Store policy Financial budgets Buyers source new merchandise and review existing items to ensure products remain competitive. By fully understanding customer needs, they are able to maximize profits and provide a commercially viable range of merchandise at competitive prices. Keeping up to date with

market trends and reacting to changes in demand are key elements of the role. Throughout the year, tasks typically involve: Analyzing consumer buying patterns and predicting future trends; Regularly reviewing performance indicators, such as sales and discount levels; Managing plans for stock levels; Reacting to changes in demand and logistics; Meeting suppliers and negotiating terms of contract; Maintaining relationships with existing suppliers and sourcing new suppliers for future products; Attending trade fairs to select and assemble a new collection of products; Participating in promotional activities; Writing reports and forecasting sales levels; Getting feedback from customers; Culinary Arts Various Celebrity Chefs work with the students to teach them good nutrition, sanitation, kitchen and food safety, knife skills, culinary terminology, hospitality, cooking and baking. The students present their skills to various groups hosting events at the fashion house. Customer Service The students will learn the art of good customer service. They will learn the skills of empathy, appreciation and helpfulness, how to be a good listener, and enhance their interpersonal skills. Designing Students will take an idea or vision for a product to implementation. Designing often necessitates considering the aesthetic, functional, and economic dimensions of both the designed object and design process. It involves considerable research, thought, modeling, interactive adjustment, and re-design. Dressers In a fashion show, many frantic hands work behind the scenes to ensure models get down the runway on time and with the look the designer intended. The job responsibility of a dresser is simple to explain, but it takes the precision of a pro to execute: Making sure the model is dressed on time for show time. Working as a dresser for a fashion show is a great way to gain some first-hand experience for those interested in making a career out of styling. Event Management An Event Manager is responsible for managing events and ensuring deadlines and budgets are adhered to, directs coordination of activities to prepare for the day of an event. Manage staff responsible for event coordination activities. Coordinate details of events such as conferences, weddings, birthdays, anniversaries, charity events, surprise parties, trade shows, sales meetings, business meetings, employee appreciation events and virtual events. Hire, train, and educate staff on proper event procedures. Calculate budgets and adjust when necessary. Book venues and negotiate fees. Prepare invitations and send out at appropriate time. Hire wait staff. Work with guest of honor to ensure all requests are met. Drive attendance to the event. Promote the event using flyers, cold calling, and social media as examples of ways to spark attention. Analyze event performance and prepare metrics presentation. Define company brand through events. Ensure staff is adequately prepared for event. Pay vendors for their participation in the event. Provide receipts of expenses. Ensure day of event goes smoothly. Set up booths, flowers, decorations, and other event decor. Plan menus, order food, and hire chefs or caterers. Sample food, including main dishes and desserts. Give final approval for items such as music and menus. Film & Television Students learn about the various jobs available on a film and television set. Learning and practicing job etiquette. Gaining exposure via guest speakers of what a day looks like for various positions. Upon completion of the program and recommendation by a program facilitator, participants will be placed in a job on a movie set or a television production. Fundraising Students are learning how to select the charity to support, creating the type of campaign, how to utilize social media to promote the campaign, and how to seek the contributions. Graphic Designing Students create visual concepts, by hand or using computer software, to communicate ideas that inspire, inform, or captivate consumers. They develop the overall layout and production design for advertisements, brochures, magazines, and corporate reports. They will be introduced to the world of digital publication and learn how it differs from decades ago. Students will inspect some existing publication files and try to point out examples of what they have learned in the introduction. They will learn the importance of knowing how their project will be printed and what pitfalls await them due to insufficient planning and preparation. They will learn cataloging, pagination, and file preparation. They will learn how to page layout and photo selection. They will learn how to page layout, editing, image manipulation, proofing. They will learn how to color printout, mockup, PDF creation. They will learn how proofing and final approval. They will learn how to send file to printer. They will learn how

to do the final press check before printing the project.

Interior Design/layout Students will learn how to make interior spaces functional, safe, and beautiful by determining space requirements and selecting decorative items, such as colors, lighting, and materials. They read blueprints and must be aware of building codes and inspection regulations. They will build-out the space for their store.

Inventory Management Monitor and validate all inventories, perform cycle count of all products and perform monthly short dated checks. Maintain accuracy of all counts and ensure authenticity of all information. Maintain log of all records and update all requisitions to ensure efficient cost transfers. Assist to maintain stock at appropriate location in storage and rotate stock to remove all old stock. Prepare spreadsheet for all shipments. Prepare stock status reports and perform physical inventory counts and maintain count of all merchandise and prepare reports for all shortages. Maintain inventory of all office records and sales orders and compare current inventory and evaluate all stock to ensure absence of all discrepancies.

Marketing/Advertising Students will create a compelling and discernible message about a product. They will develop a vision to enact successful advertising campaigns, and develop a budget for the project. They will conduct market research to discover which advertising strategy would best be suited to sell a product or service.

Models Students will learn how to pose and walk for print or runway modeling. They will also learn how to prepare for an agency interview, fashion shows and trunk shows.

Photography Student will learn how to take pictures using a digital and film type cameras. They will go on field trips to shoot various scenes. Their photographs will be shown in an exhibition to sell their work at the House of Art & Design.

Sales Students are taught techniques to sell a product or service. They will learn how to answer questions about an item. They will learn how to fit and size a potential client. They will learn about current sales and product promotions and be able to effectively communicate their benefits to customers. They are responsible for financial transactions such as purchases, returns and refunds. This requires training and knowledge of basic math, how to operate a cash register and how to process checks and credit card transactions. They are in charge of the contents of the cash register and must count money and calculate sales totals as well as organize receipts, coupons and vouchers. They will learn how to work under pressure.

Social Media/Website Development Students will work with a web developer who is responsible for programming the code that “tells” a website how to function. They will design web site so that it is easy to navigate the site. They will design the site navigation so that it can be accessed from any web browser, including Internet Explorer, Mozilla Firefox, and Google Chrome, among others.

Speaking/Dressing Appropriately Students will learn how to “Dress for Success” and how to articulate themselves in a business meeting, job interview, or the college interview process.

Stylists Students will create or compose a visual image through the use of clothes and accessories. As a Fashion Stylist, manage photo shoots, and create outfits for music videos. They will develop a certain style for each shoot with clothing and accessories. They will learn the season’s trends and how to pair colors and textures. They will learn the skills necessary to work in TV, magazines, music and film, but how they can also work anywhere giving fashion advice.

Videography Students will learn how to use a video camera to capture activities at Camp Village for posting on the website, Instagram, and commercial. They will go on a field trip to an editing studio to learn how to edit the video for production. Through this program, the mentors/Specialists work with the students to provide direction in their chosen endeavor and to find their passion. They will build a resume to find a job, create jobs, and enhance their opportunities for higher learning and skills development. As they are learning these skills, they are also inspired to understand that in pursuing their life’s endeavor, they must also understand the principle of giving. In addition, all funds raised through the selling of products/services at CAUSE/IMAGE supports the Camp Village Scholarship Fund (Camperships) and jobs or students.

Designation of SYJTP Funds:

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Direct Service Expenditures-** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant's public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,000.00
Direct Services	\$48,000.00
Totals	\$50,000.00

Additional Explanation of Funding Details:

SYJTP BUDGET 20 Youth/20 hours a week @ \$15.00 an hour for 6 weeks = \$36,000
 10 Specialists/2 hours a week @ \$100.00 an hour for 6 weeks = \$12,000
 Administrative - \$2,000
TOTAL - \$50,000

Program Performance Measures:

Camp Village, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Training Job Development Employment in strategic industries which leads to self sufficiency.|Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.|In Demand Career Exploration and reengagement with educational systems by opportunity youth.|Wraparound Support to address basic needs during training.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth placed in paid summer job training opportunities.|Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment.|Number of Youth who complete summer job training program.|Number of referrals to WorkSource Fulton WorkSource Atlanta.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Camp Village, Inc.
PO Box 110188
Atlanta, Georgia 30311**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Camp Village, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Camp Village, Inc.**

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

DocuSigned byName of Signatory: **Jo Edwards**
Jo Edwards
DF7F98FC9CFF4BC...
Title of Signatory: **Founder/Executive Director**
Authorized Signature
Please select Attest OR Notary from the checkbox
☒ Attest ☐ Notary

ATTEST:

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

DocuSigned by2nd Signatory Name: **Venita Roberson**
Venita Roberson
5E927C5349D8417...
Notary Title: **Board Chair**
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)



APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
David Lowman
0EC92EDADEFB4B8...
Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:
Stanley Wilson
5F4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ **RCS**

☐ **RM**

ITEM#: 2023-0352	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2023

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

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

PRODUCER Franks & Associates Insurance Agency P.O. Box 490008 College Park GA 30349	CONTACT NAME Franks & Associates Insurance Agency PHONE (A/C No. Ext.) (770) 996-4430 FAX (A/C No.) (770) 996-1926 E-MAIL ADDRESS: tsc2001@bellsouth.net
INSURER(S) AFFORDING COVERAGE	
INSURER A: WESTERN WORLD INSURANCE GROUP	
INSURER B: LIBERTY MUTUAL INSURANCE	
INSURER C: SCOTTSDALE INSURANCE	
INSURER D:	
INSURER E:	
INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		NPP8766772	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/PROP AGG \$ INCLUDED
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP8766772	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB8766772	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
	\$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-39S746741-010	04/01/2023	04/01/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
	PROFESSIONAL LIABILITY with ABUSE/MOLESTATION			NPP8766772	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000

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

Certificate holder is a "Additional Insured" per the Coverage Form attached to this policy.

CERTIFICATE HOLDER FULTON COUNTY GOVERNMENT 141 PRYOR STREET, SW ATLANTA, GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J. J. Franks</i> ^{TC}
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STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Camp Village, Inc. on behalf of Fulton County

Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

66024

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer of Agent
(Insert Contractor Name)

Founder/Executive Director

Title of Authorized Officer or Agent of Contractor

Jo Roberson Edwards

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of February, 2023.

Notary Public: 

County: Fulton

Commission Expires: 10/08/2024

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP010923C-MH
2023 Community Services Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Camp Village, Inc. behalf of Fulton County

Government has registered with and is participating in a federal work authorization program², in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

66064

EEV/Basic Pilot Program* User Identification Number

Jo Roberson Edwards

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Founder/Executive Director

Title of Authorized Officer or Agent of Subcontractor

Jo Roberson Edwards

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12th day of June, 2023.

Notary Public:

County:

Commission Expires:



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Noble Truth Project Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Noble Truth Project Inc., Glaciers Ice - Youth Entrepreneurship Program will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):

YCS Staff paste Service delivery site(s) from WebGrants (Q.9):

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
Glaciers Italian Ice	2185 Martin Luther King Jr. Dr.	Atlanta	GA	30310	6	4, 5, 6

Overview of Summer Youth Job Training Program:

Noble Truth Project Inc., Glaciers Ice - Youth Entrepreneurship Program will provide services to **10** clients that reside in Fulton County, with SYJTP funding.

Glaciers Italian Ice Youth Entrepreneurship Program was founded to keep our youth and young adults safe, educated and employed. As a direct alternative to the 'Water Boyz' we have strategized, organized and mobilized a viable solution. Since 2020, there were over 1000 calls made relevant to youth selling water on the street. There were also over 400 complaints relating to things such as aggressive sales tactics, obstructing traffic, and unwillingness to clean the area when complete. There have been 32 arrests made, 18 shootings, and unfortunately the murder of an 18-year-old male, who was killed in Midtown over a \$10 water bottle dispute. Glaciers Italian Ice seeks to rectify this problem by providing our young men with an opportunity to become financially independent and safe. Our product, Italian Ice, is better than ice cream, shaved ice, and sherbet. It is a cold, low-fat, vegan-friendly treat, made with real fruit. Similar to sorbet, it's soft, sweet, and delicious. We serve over 14 different flavors with five different sizes. We cater private and public events, concession stands, wholesale services, and prepackaged goods. Students will be introduced to our scooper position while following our SOPs. We will assist the youth in opening up their own bank accounts, filing their own taxes, and adhering to their own budget. Through the internship program, our youth and young adults will apply their financial literacy and gain work experience. Glaciers Italian Ice implores an owner-operator model in which we provide a turnkey business for our youth. After a year of programming, Glacier provides the infrastructure, marketing materials, location, permits, equipment, and training to operate a successful Italian ice cart. By splitting the profit, we incentive and motivate our youth to work. Through our screening process, youth will undergo an intensive mentoring program where they will learn the Glaciers Italian Ice key principles: Hard Work, Humility, Honesty, and Hospitality. We wish for our youth to grow with our company as they will master budgeting, communication, and time management skills. Most recently, Glaciers Italian Ice was featured in The Atlanta Voice, CBS: Atlanta News First, and the 2021 Urban League of Greater Atlanta Small Business Start-Up Accelerator Pitch Contest Winner,

Noble Truth Project Inc., Glaciers Ice - Youth Entrepreneurship Program will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

Participants engage in an asynchronous online program to be completed during the 8-week period. The online program highlights successful life and business strategies and is supported by our Think & Grow Moore e-book. Students will gain access to their online portal via email. Participants engage in a Thursday evening 7-8:30 PM virtual session. Participants must attend 75% of all sessions and be on camera during the 8-week period. The zoom sessions will focus on character/leadership development as well as financial literacy. Students engage in (2) mandatory in-person sessions from 12-7 PM on Saturday, May 13th, and Saturday, June 10th. Participants will learn our standard operating procedures such as how to manufacture, serve and sell our Italian ice. Our youth and young adults will select their own work schedules from Friday evening through Sunday morning. Participants are always picked up and dropped off at our store location. There are several blackout dates on which we strongly encourage participants to work. Participants will never be paid cash but via transfer. Participants will also keep a percentage of donations. Participants will be required to sign in during employment hours and document their 8-week progress through a journal. Video submissions will be accepted.

Designation of SYJTP Funds:

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Direct Service Expenditures-*** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant's public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,500.00
Direct Services	\$47,500.00
Totals	\$50,000.00

Additional Explanation of Funding Details:

The budget consists of 16 hires of individuals within Fulton County aged 16-24. We will hire 10 youths (Mountaineers) and 6 young adults (Managers) making \$15 hr for 100 hours over the course of 4 months. We have outlined funding for our program manager and program coordinator to provide training and supervision for our host of events. Our funding accounts for gas for two vans that transport our equipment and personnel to and from our host of events. We provided a budget for lunch/snacks to all of our employees for events longer than 7 hours. Lastly, we outline our administrative cost to a program administrator to handle all administrative duties required for the grant.

Program Performance Measures:

Noble Truth Project Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Training Job Development Employment in strategic industries which leads to self sufficiency.|Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.|In Demand Career Exploration and reengagement with educational systems by opportunity youth.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth placed in paid summer job training opportunities.|Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment.|Number of Youth who complete summer job training program.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Noble Truth Project Inc.
2414 Herring Rd.
Atlanta, Georgia 30311**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Noble Truth Project Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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:


CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME Noble Truth Project Inc.

DocuSigned by:

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

DocuSigned by: Name of Signatory: **Ian Moore**

 8FCF96AF248B43C...
 Title of Signatory: **Executive Director**
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ Attest

☐ Notary

ATTEST:

ATTEST:

DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Chris Hunter**

 C4C1C423779B4A3...
 1st Signatory Title: **Board Chair**
 Second Authorized Signature

(Affix County Seal)




(Affix Corporate Seal)



APPROVED AS TO FORM:


ATTEST:

DocuSigned by:

 0EC92EDADEFB4B8...
 Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2023-0352	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/22/2023

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No. Ext): 844-357-0403 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com PRODUCER CUSTOMER ID: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>INSURER(S) AFFORDING COVERAGE</div> <div>NAIC #</div> </div>
INSURED Noble Truth Project, Inc. 2185 M.L.K Jr Drive SW Atlanta, GA 30310	INSURER A: Hiscox Insurance Company Inc. 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 2185 M.L.K Jr Drive SW, Atlanta, GA 30310

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	P101.556.016.1	02/21/2023	02/21/2024	<input checked="" type="checkbox"/> BUILDING	\$
		CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 25,000
		BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME	\$
		BROAD				<input checked="" type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				BLANKET BUILDING	\$
		WIND				BLANKET PERS PROP	\$
		FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS	POLICY NUMBER				\$
		NAMED PERILS					\$
							\$
	<input type="checkbox"/>	CRIME					\$
		TYPE OF POLICY					\$
							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government is listed as additional insureds subject to policy terms and conditions. This Hiscox Business Owners Policy includes General Liability which is primary/non-contributory and endorsed with waiver of subrogation in favor of the certificate holder(s). This policy is also endorsed with a Crime Package and HNOA coverages.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government 141 PRYOR ST SW ATLANTA GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2023

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Noble Truth Project, Inc. 2185 M.L.K Jr Drive SW Atlanta, GA 30310	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B : Ohio Security Insurance Company	24082	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P101.556.016.1	02/21/2023	02/21/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P101.556.016.1	02/21/2023	02/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							CGL HNOA Limit (per occurrence) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			P101.556.016.1	02/21/2023	02/21/2024	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	\$						
B	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	XWS64884697	05/30/2023	05/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL ERROR & OMISSIONS LIABILITY SEXUAL ABUSE & MOLESTATION			XWS64884697	05/30/2023	05/30/2024	EACH OCCURRENCE: \$1,000,000 GENERAL AGGREGATE: \$1,000,000

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

Fulton County Government is listed as additional insureds subject to policy terms and conditions. This Hiscox Business Owners Policy includes General Liability which is primary/non-contributory and endorsed with waiver of subrogation in favor of the certificate holder(s). This policy is also endorsed with a Crime Package and HNOA coverages.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
 141 PRYOR ST SW
 ATLANTA GA 30303-3408

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Noble MTH Project Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1891242
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

Ian Elmore-Moore
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of March, 2023.

Notary Public: Paula Jackson

County: Fulton

Commission Expires: 5-1-26



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Noble Truth Project Inc behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1841242
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director
Title of Authorized Officer or Agent of Subcontractor

Jon Elmore-Moore
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21st day of March, 2023

Notary Public: Paula Jackson

County: Fulton

Commission Expires: 5-1-26



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Poverty 2 Prosperity PS Inc** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

INDEX OF ARTICLES

ARTICLE 1. PARTIES AND TERM

ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES

ARTICLE 3. COMPENSATION FOR SERVICES

ARTICLE 4. RECORD KEEPING

ARTICLE 5. INDEMNIFICATION

ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

ARTICLE 8. INSURANCE

ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT

ARTICLE 10. SUBCONTRACTING

ARTICLE 11. ASSIGNABILITY

ARTICLE 12. SEVERABILITY OF TERMS

ARTICLE 13. PRECEDENCE OF AGREEMENT

ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 15. CAPTIONS

ARTICLE 16. GOVERNING LAW

ARTICLE 17. JURISDICTION

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Poverty 2 Prosperity PS Inc, AND STILL, I RISE will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):**YCS Staff paste Service delivery site(s) from WebGrants (Q.9):**

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
Poverty 2 Prosperity PS Inc	2049 Perkerson Rd SW	Atlanta	GA	30315	4	6
Poverty 2 Prosperity PS Inc Headquarters	2001 Martin Luther King Jr SW Suite#304	Atlanta Ga	GA	30310	6	6
Aviation Community Cultural	3900 Aviation Cir NW	Atlanta Ga	GA	30336	6	6

Overview of Summer Youth Job Training Program:

Poverty 2 Prosperity PS Inc, AND STILL, I RISE will provide services to **8** clients that reside in Fulton County, with SYJTP funding.

Our Summer Youth Training Program serves the youth of Fulton County between the ages of 16 and 24. To participate, youth must attend orientation, be in school and/ or currently unemployed, be available from the start to the closing date, and work 30 hours for five weeks. This program is designed to engage the youth and participants to increase self-awareness and esteem, self-sufficiency, interpersonal /life skills, and education while improving or gaining work experience. They will engage in positive interactive and hands-on activities. We will provide paid work experience and life-skill training to every participant. Our program focuses on career and life readiness. AND STILL, I RISE was created to inform our participants they could overcome any obstacles that come their way in LIFE. We are made to RISE and stand firm even in the middle of a storm. With the wraparound services we provide, our participants will succeed. Case Management Work Readiness workshops Food Pantry Dress for Success The Importance of Professionalism

Poverty 2 Prosperity PS Inc, AND STILL, I RISE will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

Our Summer Youth Training Program serves the youth of Fulton County between the ages of 16 and 24. To participate, youth must attend orientation, be in school and/ or currently unemployed, be available from the start to the closing date, and work 30 hours for five weeks. This program is designed to engage the youth and participants to increase self-awareness and esteem, self-sufficiency, interpersonal /life skills, and education while improving or gaining work experience. They will engage in positive interactive and hands-on activities. We will provide paid work experience and life-skill training to every participant in a safe/ healthy environment. Our program focuses on career and life readiness. AND STILL, I RISE was created to inform our participants they could overcome any obstacles that come their way in LIFE. We are made to RISE and stand firm even in the middle of a storm. With the wraparound services we provide, our participants will succeed. Case Management Work Readiness workshops Food Pantry Dress for Success The Importance of Professionalism Financial Literacy/ Budgeting 101 Job Connections/ Job fairs

Designation of SYJTP Funds:

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Direct Service Expenditures-** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant’s public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,500.00
Direct Services	\$47,500.00
Totals	\$50,000.00

Additional Explanation of Funding Details:

Administrative 5% Administrative max of funds awarded Operational Expenditures Direct Fundssalaries of senior management and the costs associated with general services legal, accounting, clerical work, and information technology.\$2,500Lease \$2,000 x3= \$6,000.00 Utilities \$185x4=\$740.00Marketing/ Advertising/ Financial Literacy Offices Supplies toner, paper, etc. \$1,660.00Program Director 250hrsx\$40= \$10,000Program Manager 300hrsx \$25= \$7,500.008 participants x 180hrs8x180=1,440hrs1440x15per=21,600Total \$50,000.00 Cost CategoryDesignation of Funding RequestBrief Explanation of fundingAdministrative5% Administrative max of funds awarded\$2,500.005% of \$50,000.00Executive Staff/ Administrative Support staffOperational\$8,400.00Lease expenses, office supplies, marketing, Utilities,Direct Services\$39,100.00Participants, managementTotal \$50,000.00

Program Performance Measures:

Poverty 2 Prosperity PS Inc agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Training Job Development Employment in strategic industries which leads to self sufficiency.|Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.|In Demand Career Exploration and reengagement with educational systems by opportunity youth.|Wraparound Support to address basic needs during training.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment.|Number of Youth who complete summer job training program.|Number of referrals to WorkSource Fulton WorkSource Atlanta.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Poverty 2 Prosperity PS Inc
2001 Martin Luther King Jr Dr
Atlanta, Georgia 30310**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Poverty 2 Prosperity PS Inc**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]


Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

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

ATTEST:

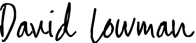
DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

 0EC92EDADEFB4B8...
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

 5E4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox

☒ **RCS**

☐ **RM**

ITEM#: 2023-0352 RCS: 5/17/2023
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

VENDOR NAME Poverty 2 Prosperity PS, Inc.

DocuSigned by: Name of Signatory: **Ashia Allen**

 Title of Signatory: **Secretary**
 F4F93C9D237543E...
 Authorized Signature

Please select Attest OR Notary from the checkbox

Attest

☒ Notary

ATTEST:

2nd Signatory Name:

2nd Signatory Title:

Second Authorized Signature

(Affix Corporate Seal)

ATTEST:

Arleshia McMichael

Notary Public

Fulton County, Georgia

County: _____

August 9, 2025

Commission Expires: _____

(Affix Notary Seal)

DocuSigned by:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2023

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

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

PRODUCER SMARR FINANCIAL SERVICES INC 260 PEACHTREE ST NW STE 2200 ATLANTA GA 30303	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: GREGORY SMARR</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 404-601-2815</td> <td>FAX (A/C, No): 678-489-4967</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: GASMARR@HOTMAIL.COM</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE AMERICAN INSURANCE COMPANY</td> <td>20699</td> </tr> <tr> <td>INSURER B: Selective Way Insurance Company</td> <td>12572</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: GREGORY SMARR		PHONE (A/C, No, Ext): 404-601-2815	FAX (A/C, No): 678-489-4967	E-MAIL ADDRESS: GASMARR@HOTMAIL.COM		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE AMERICAN INSURANCE COMPANY	20699	INSURER B: Selective Way Insurance Company	12572	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED POVERTY 2 PROSPERITY PS INC 2001 MARTIN LUTHER KING JR DR SW SUITE 304 ATLANTA GA 30310																					

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			D01750628	06/15/2023	06/15/2024	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
	DEB 500	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2000000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2000000
							COMBINED TOTAL AGG	\$ 4000000
A	AUTOMOBILE LIABILITY			D01750628	06/15/2023	06/15/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
							UNINSURED MOTORIST	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			D01750653	06/15/2023	06/15/2024	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>				AGGREGATE	\$ 2000000
	DED <input checked="" type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71808486	06/15/2023	06/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input checked="" type="checkbox"/> A				E.L. EACH ACCIDENT	\$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500000
							E.L. DISEASE - POLICY LIMIT	\$ 500000
B	ABUSE AND MOLESTATION			S 2584436-00	06/15/2023	06/15/2024	PER Each Abuse or Molestation	1000000 2000000

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

Coverage under Auto Liability & General Liability is considered Primary & Non-Contributory. Umbrella Liability is excess over General Liability & Auto Liability and written on Following Form basis. Fulton County listed as Additional Insured per all Forms. 30 Day Notice of Cancellation is included on all policies.

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT 141 PRYOR ST SW ATLANTA GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>GREGORY SMARR</p>
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#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND
AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

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

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

#23RFP031723C-MH

2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Poverty 2 Prosperity PS Inc behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1778736

EEV/Basic Pilot Program* User Identification Number

Arleshia McMichael
 BY: Authorized Officer of Agent
 (Insert Subcontractor Name)

President/CEO

Title of Authorized Officer or Agent of Subcontractor

Arleshia McMichael

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of April, 2023

Notary Public: Herschel E. Thornton III

County: Fulton

Commission Expires: Feb 2, 2027

Herschel E. Thornton III
 NOTARY PUBLIC
 Fulton County
 State of Georgia
 My Comm. Expires 02/02/2027

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Poverty 2 Prosperity PS Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program² 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.

1778736

EEV/Basic Pilot Program* User Identification Number

BY: Arleshia McMichael
Authorized Officer of Agent
(Insert Contractor Name)

President/ CEO

Title of Authorized Officer or Agent of Contractor

Arleshia McMichael
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 1st day of April, 2023.

Notary Public: Herschel E. Thornton III

County: Fulton

Commission Expires: Feb 2, 2027

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**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Creative Foundation for Art & Technology, Inc.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR’S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Creative Foundation for Art & Technology, Inc., Atlanta Summer Art & Techs Camp (ASATC) will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):**YCS Staff paste Service delivery site(s) from WebGrants (Q.9):**

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
ArtsXchange Community Art Center	ArtsXchange Community Art Center & The Gathering Spot	City of Atlanta & East Point	GA	30344	5	6

Overview of Summer Youth Job Training Program:

Creative Foundation for Art & Technology, Inc., Atlanta Summer Art & Techs Camp (ASATC) will provide services to 20 clients that reside in Fulton County, with SYJTP funding.

Objectives: Creative Process, Iterative Design, Engineering Design Process, Endurance and Perseverance, Collaborative Spirit, and Complex Problem Solving are our targeting objectives for this year's summer program. The Creative Foundation for Art & Technology offers a 2023 Atlanta Summer Art program that encompasses art internship, art apprenticeship, and art mentorship under the leadership of professional creative and artistic individuals. The project will engage the children and young adults by offering them art and digital media skills, which can also be used later to advance their careers. The participants will be exposed to various forms of art: music, voice check, visual art, poetry, monologues, acting, exercising, theatre, garden arts, digital art, new media software rendering, and African dance and music. The support of this fund by the Fulton County Government will enable us to implement this Summer Art Camp slated for the summer of 2023. The project is intended to engage kids, youth, and young adults with creative development by targeting new accomplishments during the program. CFFATECH hopes to encourage inventive creativity in young people and provide them with creative tools that can be used later in their careers. The program is also invented in collaboration with other existing summer camps, libraries, schools, centers, and colleges for youth engagement and skill enhancement. Participants who may not be able to attend physically will be accommodated via remote Zoom access. The COVID-19 pandemic also adversely affected many previous centers, promoters, and presenters of many art programs, as well as people's mindsets. In 2022 we worked with many kids aged 10 to 22. We discovered that considerable work needs to be done in this community regarding community art support for kids, special needs kids, youth, and young adults. Our 2023 Art & Tech Development Project will focus on a new set of skills with individuals that need our services, as stated in the first paragraph of this summary. Also, this project aims the help with the trauma as a result of the post-COVID-19 pandemic, which has affected our community financially and mentally. The effect of COVID-19 has destabilized businesses and our local economic structure. One of the most impactful losses has been connections between individuals and businesses. Many families, single parents, and business-related contacts have been isolated, and this project intends to re-connect the community and our relevant stakeholders through art. Connections must be re-established and rescued, and what better medium to accomplish this than through art. The program will offer a curriculum series of artistic, vocational and technological enrichment classes for young children and youths in general. One of the objectives is to create art engagements, focusing on functional, mental, creative art activities, and performing arts. Teaching basic art, digital/new media, and elements of art to allow participants to express their individual artistic abilities becomes a major part of our program. New media technology, including a laser cutter and new media digital software, are introduced to students who take part in Summer Art Youth Programs. Participants experiment with creating and modifying design files after learning about computer-aided software. With these newly acquired abilities, they learn how to use various computer operating programs, which are effective tools for sophisticated manufacturing and design economy. Students are challenged to design, develop, and create entirely on their own through open-ended projects and self-guided learning methodology. More crucially, they develop the self-assurance to approach technical issues critically and come up with workable answers.

Creative Foundation for Art & Technology, Inc., Atlanta Summer Art & Techs Camp (ASATC) will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

Camp description: This project-based camp focuses on interdisciplinary and multidisciplinary art approaches while allowing students to have fun during their learning process. Students will learn various new skills, peer collaboration, enhance their current skill set, and build invaluable problem-solving and design-related skills. Cost: FREE Participant Criteria: Students aged 13 to 22 years old. Duration of the Camp: 2 to 4 weeks, Monday to Friday, 10 a.m. to 2 p.m. Incentives: Participants will receive the following upon completion: 1) Certificate of Completion 2) Stipend or gift certificate to assist with project-based activity 3) Supply Baggie: Journal, pen/pencil, colored pencils, sticky notes, white eraser, sketchpad, and drawstring backpack. Student Recruitment for the Camp: We will contact local schools via their school counselors and ask them to recommend up to five (5) students for this free camp. Applications will be sent and presented as an exclusive offer for this pilot program camp. Students from families with minimal resources will be encouraged to apply. Location: Atlanta, Georgia (surrounding areas). We are tentatively considering two venues, both on the bus line: Venue 1: The Gathering Spot-Atl, 384 Northyards Blvd NW Building 100, Suite 190, Atlanta, GA 30313 On the bus line due to easy access for students to attend camp and participate in field trips, private security and cameras, and free parking. Venue 2: Art Exchange ArtsXchange, 2148 Newnan Street East Point, GA 30344 On the bus line due to easy access for students to attend camp and participate in field trips, security cameras, and free parking. Community Collaboration: The camp creator desires to work with local artists and studios to allow participants to gain real-world experiences, i.e., recording studio time, art exhibitions, spoken word opportunities, and architectural planning. *Snacks/meals will be provided upon approval from the federal/state food program. This summer art youth program is created to be accessible for young kids and teens, independent of background or technical knowledge. It makes no difference if the participants have prior art knowledge, have never touched clay, used a brush to paint, or seen a computer. The Art & Tech Youth Program provides an unintimidating setting where they can interact with new art, technologies, ideas, and problem-solving methods. The multidisciplinary and design-orientated, project-based learning and interdisciplinary approach to creation are the foundations of this program, providing something for everyone. And it's fun! Participants gain valuable problem-solving abilities while using equipment, cooperating with others, and working in a team environment. By the end of their involvement, the camp will inspire each participant to create SOMETHING NEW. These priceless abilities support young people in becoming independent thinkers and more considerate participants in the digital age. During this fundamental course, consisting of a 2-4-week summer art camp, the participants will be exposed to a wide variety of foundation art- and technology-based software and tools. Students will produce tangible representations of their creative skills, which can be further developed. Tentative Classes: Fundamentals of Art Basic Painting Architectural Design Using New Media Software Basic Writing Poetry & Songwriting Self-Publishing Poems Visual Arts Painting Colors Stone Casting for Gardens Monologues Photography Collage Acting & Performing Music and Voice Cheek African Motifs & Designs Radio & TV Hosting Tech - Laser Cutter and New Media Digital Software: Creating digital models in a range of materials utilizing a laser cutter and learning how to use digital design software to create personalized designs on a digital platform. Participants will leave the program with a firm understanding of how to move from conception to creation. Each participant will identify their area of interest and be paired with the instructor to help them create a project from the camp's session. We have worked with the youth in our community for three consecutive years in a summer art program. We ran The Leonardo Da Vinci Summer Art program in 2020, 2021, and 2022. The success of our programs comes from community partnerships with individuals and agencies already operating within the youth summer program arena. Specifically, we have partnered with many agencies in the past and looking forward for new partners to help in 2023. These partners have experience in serving art programs' children, youth, and young adult participants. They offer quality training over a very short period of time. Several other art-based agencies and professional individuals collaborated with us in the past and will continue to work with us to shape this year's art program.

Designation of SYJTP Funds:

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Direct Service Expenditures-** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant’s public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,500.00
Direct Services	\$47,500.00
Totals	\$50,000.00

Additional Explanation of Funding Details:

CategoryBudgetProgram supplies\$3,000.00Equipment\$10,000.00Program
Directors\$6,000.00Food\$3,500.00Scholarships/
Stipends\$7,500.00Utilities\$2,000.00Venues\$6,000.00Program
Consultant\$6,000.00Gas\$1,500.00Transportation \$2,000.00Total\$47,500.00

Program Performance Measures:

Creative Foundation for Art & Technology, Inc. agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Training Job Development Employment in strategic industries which leads to self sufficiency.|Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.|In Demand Career Exploration and reengagement with educational systems by opportunity youth.|Wraparound Support to address basic needs during training.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth placed in paid summer job training opportunities.|Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment.|Number of Youth who complete summer job training program.|Number of referrals to WorkSource Fulton WorkSource Atlanta.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Creative Foundation for Art & Technology, Inc.
384 Northyards Blvd NW
Atlanta, Georgia 30313**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Creative Foundation for Art & Technology, Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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


[SIGNATURES ON FOLLOWING PAGE]

Attachment A

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

DocuSigned by:

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

ATTEST:


DocuSigned by:

 EEC476C4837648D
 Tonya R. Grier
 Clerk to the Commission

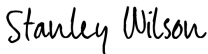
(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

 0EC92EDADEFB4B8
 Office of the County Attorney

APPROVED AS TO CONTENT:


DocuSigned by:

 5E4D76DFB4A0450
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

Please select RCS or RM from the checkbox

☒ **RCS**

CONTRACTOR:

**Creative Foundation for Art &
 VENDOR NAME Technology, Inc.**


DocuSigned by: Name of Signatory: **Gabriel Oyarekhua**

 01E2A6F40CDB425... Title of Signatory: **President**
 Authorized Signature

Please select Attest OR Notary from the checkbox

☒ **Attest**

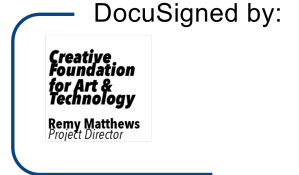
☐ **Notary**

ATTEST:

DocuSigned by: 2nd Signatory Name: **Remy Matthews**

 01E2A6F40CDB425... Signatory Title: **Project Director**

Second Authorized Signature

(Affix Corporate Seal)



ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: 2023-0352	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2023

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

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

PRODUCER Erin de Lira 4651 Sandy Plains Road Suite 102 Roswell GA 30075	CONTACT NAME: Leslie Mathias PHONE (A/C, No, Ext): 770-668-0222 FAX (A/C, No): 678-245-6846 E-MAIL ADDRESS: leslie@erindelira-sf.com														
INSURED Creative Foundation for Art & Technology Inc. BLDG 100 384 Northyards BLVD NW Suite 190 Atlanta GA 30313	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company	25178	INSURER B: State Farm Fire and Casualty Company	25143	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			91-J6-A441-9	05/24/2023	05/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D20 5693-B02-11B 928 1892-D12-11C	02/02/2023 04/12/2023	08/02/2023 10/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			91-J7-E6016	05/24/2023	05/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		91-J7-E6081	05/24/2023	05/24/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ 500,000 E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is a "Additionally Insured" per the Coverage Form attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor Street SW Atlanta GA 30303-3408	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2023

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

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

PRODUCER Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	CONTACT NAME: Frantz Duchatellier PHONE (A/C, No, Ext): 404-698-4406 E-MAIL ADDRESS: fduchatellier@sspins.com FAX (A/C, No): 678-424-6527														
INSURED Creative Foundation for Art & Technology, Inc 384 Northyards Blvd NW Building 100, Suite 190 Atlanta GA 30313-2441	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A : Philadelphia Indemnity</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>18058</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Philadelphia Indemnity	NAIC #	18058		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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 License#: 70726
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COVERAGES**CERTIFICATE NUMBER:** 563106329**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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E.L. DISEASE - POLICY LIMIT		\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insured with respect to the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**
 Fulton County Government
 141 Pryor St SW
 Atlanta GA 30303-3408

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [Insert name of prime contractor] GABRIEL L. OYAREKHUA on behalf of Fulton County Government has registered with and is participating in a federal work authorization program²,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

2168754

EEV/Basic Pilot Program* User Identification Number

GABRIEL L. OYAREKHUA

BY: Authorized Officer of Agent

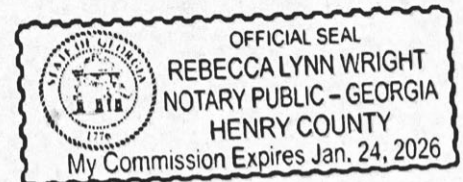
(Insert Contractor Name)

PRESIDENT

Title of Authorized Officer or Agent of Contractor

GABRIEL L. OYAREKHUA

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of May, 2023Notary Public: Rebecca Lynn WrightCounty: HenryCommission Expires: 01/24/2026

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [Insert name of prime contractor] GABRIEL L. OYAREKTHUA behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2168754

EEV/Basic Pilot Program* User Identification Number

GABRIEL L. OYAREKTHUABY: Authorized Officer of Agent
(Insert Subcontractor Name)PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

GABRIEL L. OYAREKTHUA

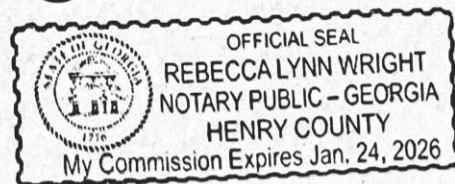
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 25 day of May, 2023

Notary Public:

County:

Commission Expires:



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Facts to Thrive Inc** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR’S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Facts to Thrive Inc, Profession Calling Exploration (PCE) will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):**YCS Staff paste Service delivery site(s) from WebGrants (Q.9):**

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
Burdett Park	2945 Burdett Rd	South Fulton	Georgia	30349	5	5
One Talent	3707 Main Street	College Park	Georgia	30337	6	6
Economic Development	6385 Old National Hwy	South Fulton	Georgia	30349	5	5, 6
City of South Fulton	5440 Fulton Industrial Blvd SW	South Fulton	Georgia	30336	6	5, 6
Aldridge Services	2001 MLK Jr Drive	Atlanta	Georgia	30310	6	5, 6

Overview of Summer Youth Job Training Program:

Facts to Thrive Inc, Profession Calling Exploration (PCE) will provide services to 6 clients that reside in Fulton County, with SYJTP funding.

Profession Calling Exploration (PCE) is a youth job training program to assist youth ages 16-24 to gain professional skills and hands-on work experience. We have priority application to accept those who are low-income, foster care, homeless, and/or potential troubled youth. Participants will submit an application, go through an interview, and be selected for work location. Once accepted into the program the coordinator will also do a needs assessment for career and personal development areas of improvement. Participants will be setup for online timeclocks and payroll service access to bank account or payment card. During the training period the coordinator will be directly working with each participant to develop a goal plan and meet it. It is our hope that participants can potentially engage in job opportunities to get a full-time permanent position. Those who may still be in school will learn a new appreciation for education and skills to learn in a new capacity. Intervention is the first step in keeping them engaged in school, reversing the cycle of low or no-income, and breaking a potential cycle of being in the justice system.

Facts to Thrive Inc, Profession Calling Exploration (PCE) will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

Profession Calling Exploration is designed to support youth experiencing high risk attributes that can impact their life growing in a positive economic citizen. This program helps to stabilize youth in crisis where they congregate and live in neighborhoods along the Old National Highway Corridor. We are collaborating with departments within the City of South Fulton and It's Electric to provide direct training opportunities to work during the day Monday-Friday. With the opportunity to work weekends as needed. Profession Calling Exploration (PCE) is an 8-week program during the summer that youth will be assigned to work for the summer in one of the following positions: Parks and Recreation management - Assist supervisors overseeing 40-45 children with summer camp activities Monday through Friday 7am-6pm. Summer camp tasks will include coordinating sports, arts & crafts, music, field trips, swimming, hiking, games, cleaning, and STEM activities. The training will provide people interaction communication skills, organization, time management, and leadership development. Economic Development - Assist staff and management with filing, business inventory, updating business forms, research economic industry information, and attend meetings and city events. This training will provide organization, time management, leadership development, research skills, document development, small business engagement, and the process of economically developing a new city to have police, fire, and city hall. Nonprofit Management - Developing all formats of marketing materials (print, social media, video), event planning, google advertising, budget development, photo editing, promotion, canva software, adobe software. This training will provide social media development and growth positions, website development and management. Nonprofit Management - Assist with all office administration and activities, plan and attend community events and training. This position will provide training in networking with middle and top management, lean six sigma, project, management, teaching. Public Administration - how to form and process city legislation, community engagement activities online and in-person, event planning and attendance, government training classes, council meeting attendance. This training will provide access to positions in planning, community development and regulation authority, public affairs, and communications. Geotechnical Service - Youth participants will gain vast knowledge on geotechnical responsibilities in construction. Youth geotechnicians are allowed to advance to Jr Tech Specialist in the learning plan. Age 18 and up can advance path in its entirety. Geotechnicians collect soil samples, rock

samples, water samples and other natural resource samples for analysis. Analyze samples: Geotechnicians analyze samples for specific factors like acidity, chemical composition, integrity and structural composition. Participants will also have to do career assessment and research at minimum requirements to attain jobs in those fields. Resume development assistance and guest speaker mentor meetings. All of these training opportunities provide career exploration, higher education for degrees and certification research, job opportunities in areas not often taught to youth, and can improve their educational or employment outcomes for Fulton County. In addition to job training, participants will be provided the opportunity to receive mental health, meals, locating healthcare, and their increase their literacy reading rates.

Designation of SYJTP Funds:

Based on the awarded amount of **\$45,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- **Administrative Expenses-** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- **Direct Service Expenditures-** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant's public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,250.00
Direct Services	\$42,750.00
Totals	\$45,000.00

Additional Explanation of Funding Details:

Based on the awarded amount of \$45,000, the Summer Youth Job Training Program funds are designated for the following cost categories:

Cost Category	Designation of SYJTP Funding Request	Detailed Explanation of Funding
Administrative	\$2,250.00	Executive office salaries, grant administration
Direct Services	\$42,750.00	Program Coordinator salary, program insurance, youth transportation, stipends, meals, training materials, uniform/work clothes, hygiene packs
Totals	\$45,000.00	

Additional Explanation of Funding Details: Our funding request is for the staffing, supplies and materials needed to conduct the program over 8 weeks. There is one part-time coordinator at \$7,200 and \$28,800 will be used to pay for youth. Additionally, we are asking for funding to buy gift cards that are used as incentives when youth meet the goals they have set with the coordinator, and for MARTA and Uber cards for transportation to training.

Program Performance Measures:

Facts to Thrive Inc agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Training Job Development Employment in strategic industries which leads to self sufficiency.|Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.|In Demand Career Exploration and reengagement with educational systems by opportunity youth.|Wraparound Support to address basic needs during training.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth placed in paid summer job training opportunities.|Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment.|Number of Youth who complete summer job training program.|Number of referrals to WorkSource Fulton WorkSource Atlanta.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$45,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Facts to Thrive Inc
P.O. Box 968
Red Oak, Georgia 30272**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Facts to Thrive Inc.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]

Attachment A


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.

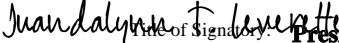
OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME **Facts to Thrive, Inc.**

DocuSigned by:

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


DocuSigned byName of Signatory: **Juandalynn T. Leverette**

69121F1F11A9479...
President
Authorized Signature

Please select Attest OR Notary from the checkbox

Attest ☐ Notary ☒

ATTEST:

ATTEST:

DocuSigned by:

EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

2nd Signatory Name:
2nd Signatory Title:
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:


DocuSigned by:

0EC92EDADEFB4B8...
Office of the County Attorney


Stephani Larry
Notary Public

APPROVED AS TO CONTENT:

Rockdale
County: _____

DocuSigned by:

5F4D76DFB4A0450...
Stanley Wilson, Director
Fulton County Department of
Community Development

February 03, 2025
Commission Expires: _____

(Affix Notary Seal) 

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: 2023-0352	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/22/2023
PRODUCER Darrell Abernathy Agency LLC/Farmers Insurance 3400 Chapel Hill Rd Ste. 203 Douglasville ga 30135	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Facts to Thrive 5825 Mallory Rd College Park Ga 30349	INSURERS AFFORDING COVERAGE INSURER A: Hiscox INSURER B: Progressive INSURER C: NCCI INSURER D: USLI INSURER E: USLI	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																				
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	P100.673.301.2	10/20/2022	10/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																				
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PO123890	06/08/2023	06/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																				
C	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	EX987189-7	06/08/2023	06/08/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$																				
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCX-10199	06/08/2023	06/08/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 10%;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="4">E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER			E.L. EACH ACCIDENT				\$ 500,000	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	E.L. DISEASE - POLICY LIMIT				\$ 500,000
WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>	OTH-ER																								
E.L. EACH ACCIDENT				\$ 500,000																						
E.L. DISEASE - EA EMPLOYEE				\$ 500,000																						
E.L. DISEASE - POLICY LIMIT				\$ 500,000																						
E		OTHER Professional Liability/EO To include abuse coverages	PFL-2307123	06/08/2023	06/08/2024	\$1,000,000 \$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Non-profit/LIFE SKILLS TRAINING

ADDITIONAL INSURED: FULTON COUNTY GOVERNMENT, 141 PRYOR ST SW ATLANTA GA 30303-3408

CERTIFICATE HOLDER
 FULTON COUNTY GOVERNMENT
 141 PRYOR ST SW
 ATLANTA GA 30303-3408
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 5 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Darrell Abernathy

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] Facts to Thrive Inc on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

1749240

EEV/Basic Pilot Program* User Identification Number

Juandalyne Leverette
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director / CEO
Title of Authorized Officer or Agent of Contractor

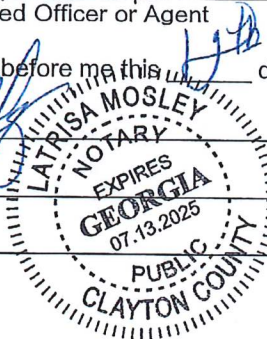
Juandalyne Leverette
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of April, 2023.

Notary Public: [Signature]

County: [Signature]

Commission Expires: [Signature]



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Facts To Thrive, Inc. behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1749240

EEV/Basic Pilot Program* User Identification Number

Juandalynn Leverette

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director/CEO

Title of Authorized Officer or Agent of Subcontractor

Juandalynn Leverette

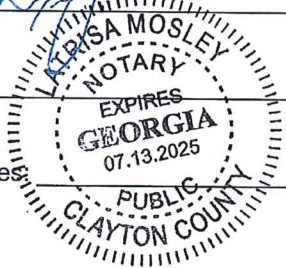
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 17th day of April, 2023.

Notary Public [Signature]

County: _____

Commission Expires _____



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



**FULTON
COUNTY**

CONTRACT DOCUMENTS

FOR

REQUEST FOR PROPOSAL 23RFP031723C-MH

2023 SUMMER YOUTH JOB TRAINING PROGRAM

FOR

YOUTH AND COMMUNITY SERVICES DIVISION

OF

FULTON COUNTY, GEORGIA

CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Music Education Group (MEG)** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

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

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

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

The Agreement was approved by the Fulton County Board of Commissioners on **May 17, 2023, BOC#23-0352**.

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

INDEX OF ARTICLES

- ARTICLE 1. PARTIES AND TERM**
- ARTICLE 2. SCOPE OF CONTRACTOR’S DUTIES**
- ARTICLE 3. COMPENSATION FOR SERVICES**
- ARTICLE 4. RECORD KEEPING**
- ARTICLE 5. INDEMNIFICATION**
- ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**
- ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**
- ARTICLE 8. INSURANCE**
- ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**
- ARTICLE 10. SUBCONTRACTING**
- ARTICLE 11. ASSIGNABILITY**
- ARTICLE 12. SEVERABILITY OF TERMS**
- ARTICLE 13. PRECEDENCE OF AGREEMENT**
- ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**
- ARTICLE 15. CAPTIONS**
- ARTICLE 16. GOVERNING LAW**
- ARTICLE 17. JURISDICTION**

ARTICLE I - PARTIES AND TERM:

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:

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

SCOPE OF WORK:

Summer Youth Job Training Program (SYJTP)

Music Education Group (MEG), MEG Student Studio Engineers and MEG Screen Printing Training will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

Service Delivery Site(s):**YCS Staff paste Service delivery site(s) from WebGrants (Q.9):**

Name of Program Site:	Program Location (complete physical address):	Program City	Program State	Program Zip code	Fulton County District of the program (Facility) location:	District(s) of Fulton County Youth Served by the program (facility) location:
Dunbar multimedia and Technology Center	477 Windsor Street	Atlanta	GA	30312	6	6
Fairburn Teen Retrieve Technology Center	149 SW Broad Street	Fairburn	GA	30213	6	6
Rick McDevitt Youth Technology Center	1040 Crew St SW	Atlanta	GA	30315	5	5

Overview of Summer Youth Job Training Program:

Music Education Group (MEG), MEG Student Studio Engineers and MEG Screen Printing Training will provide services to **8** clients that reside in Fulton County, with SYJTP funding.

#5. Provide an overview of your organizations Summer Youth Job Training Program: This application is focused on the “job training” community need: providing job-readiness training, skills training, placement and retention; employer partnerships offering quality entry-level employment and/or salaries that meet the cost of living; and leveraging other workforce funding that can be used to expand opportunities for residents. Specifically, for job training in digital multi-media services. Atlanta is the creative hub of the world. Our culture influences everything across the globe. In fiscal year 2018, Georgia’s creative industry generated an economic impact of \$12.5 billion, saw the production of 455 feature film and television shows and was responsible for more than 92,000 jobs, according to the Georgia Department of Economic Development. With an increase in the number of jobs relating to entertainment, the state of Georgia still suffers from a lack of a well-trained workforce. With the rapid changes in technologies used for creative services industries, it is critical that our communities have access to the latest training tools, software and hardware. The state of Georgia is now number one in the world in film production with music and gaming closely following. This has created an increase in the number of jobs in the creative services industries, yet the state still suffers from a lack of a well-trained workforce. 2018 was dubbed the “Year of Music in Georgia” and our new theme is “Music is Economic Development”. These factors contribute to our need of highly specialized workers. Our challenge is to ensure that residents of NPU-V and surrounding communities have an understanding of the wealth of opportunities available to them in Georgia’s music, film and digital media industries. Successful, long-term implementation of our programming will bridge the gap so that NPU-V and Fulton County residents have the training and skills needed for success in these and other jobs in Georgia’s Creative Services Industries. In addition, we hope to educate the community on how to maximize opportunities for residents when productions come to NPU-V and surrounding communities. As a result of school districts removing comprehensive music education programs from school curriculums, MEG has filled an enormous need by closing the gap in music and arts education. Our programs cover a diverse range of career opportunities within these expanding Georgia industries while advancing the health and well-being of young people. The signing of HB155 (Georgia Music Investment Act) by Governor Deal in 2017 focused on the creation of 10,000 new music industry jobs over the next 5 years. The Music Education Group has uniquely positioned itself as the leading service provider of music, film and digital media based educational programming for the City of Atlanta’s youth. We have annually, exposed and trained more than 500 young people and 100 adults. This builds a critical bridge to ensure that our young people are actively engaged in their creative community, while they learn about the business side of some of Georgia’s targeted growth industries. Five years after signing HB 155, these targeted growth industries are still importing a disproportionate number of workers to fill jobs in the creative services industries. This is due to a lack of training opportunities on the local levels and in minority communities. We have multiple projects being filmed in Mechanicsville, Summerhill and Pittsburgh; yet virtually no residents being employed to work on these projects. This is largely due to a lack of skilled workers and a pathway to jobs.

#6. Describe the specific activities, services and summer youth job training experiences that will be provided to program participants.

A. Music - Student Studio Engineersa) Provide six (4) part-time student studio engineers (SSE) positions with MEG (May - August)b) Host orientation with student engineers and parents to sign Agreements (May) Student Studio Engineer Registration Form Technology Use Agreement Student Media Consent & Release Formc) Coordinate summer program sites (6) and assignment of SSE (6) to sites (May)d) Purchase upgraded equipment for SSE home studios (May) In order for students to participate as engineers they received a complete in-home sound recording studio. Similar to the individual work-stations in the

(DMTC), their set up comes complete with a Mac Mini (computer - \$800), Apollo Twin (digital Interface - \$800), 32 inch TV Monitor (\$130), Kaotica Eyeball Microphone Isolation (\$200) JBL LSR 305 Studio Speakers (\$129), Sterling Audio SP150 Microphone with Shockmount and Carry Case Black (\$100), Audio Technica Headphones (\$50), DR Pro Mic Stand (\$50), Complete Wiring Package (\$300) and creative software including AVID Pro-Tools, FL Studio, Ableton Live and Final Cut Pro (\$1000)e) Provide training on site specific manufacturer hardware & software (May - June) Student engineers receive product specific training from our hardware and software manufacturing partners. This training is provided as an in-kind service. The training from product manufacturers allows us to establish a baseline of knowledge of our student engineer participants. From this training we determine what level of skill they currently have and how we can supplement their learning.f) Set skills-based/proficiency training goals for each student studio engineer (June)g) Host in-person SSE training session to evaluate student progress (July)h) Evaluate SSE skills-based proficiency to goals at the end of their employment (August)B. Student Screen Printing Program) Provide four (4) part-time student screen printing program positions with MEG (May - August)b) Host orientation with student screen printers and parents to sign Agreements (May)Screen Printing Registration FormTechnology Use AgreementStudent Media Consent & Release Formc) Coordinate summer program site location (May)d) Purchase upgraded equipment for screen printing (May)e) Train students on set-up and operation of screen-printing equipment (May)f) Secure contract for screen printn service (April - August) Pre-COVID program format: Music Education Group's programs provide student participants with hands on, industry driven experiences designed to expand their interest in career options relating to music, film and digital media. Our programs covered a diverse range of career opportunities within these expanding Georgia Industries while advancing the health and well-being young people. Together, with our dedicated community and corporate partners, sponsors and volunteers, MEG provided five unique programs and two support programs. We have been delivering programs at Dunbar Recreation Center since the fall of 2014.COVID-19 program format: It was our goal to ensure that our training modules continued to be hands-on and project-based. Our new virtual programming was compatible with the programming previously offered at the Dunbar Multimedia and Technology Center (DMTC). In the summer of 2020, we piloted our Distance Learning Modules (DLMs) for the "More to Music Initiative" eight-week program with the City of Atlanta's (Atlanta Teen Leaders Program). These distance learning modules allowed MEG to engage five student studio engineers working from remote locations and still provide the same quality learning experience. To strengthen and enhance our hands-on component, we identified five students to participate as studio engineers to deliver our DLMs. These student studio engineers (SSEs) keep the modules fun and engaging. These are young people who had participated in our programs at the Dunbar Multimedia and Technology Center and have served as studio managers. To be selected as a studio manager, students had to demonstrate an understanding of how to run the equipment in the Dunbar facility and manage day-to-day operations of the technology center, that included \$86,000 in hardware, software, and instruments. From our pilot program, one student who received an in-home sound records studio has provided paid engineering services for more than 25 of his peers. As he is providing them with services, they are staying off the streets and engaging in skills-based learning in a fun and safe atmosphere.In 2021, we continued our work with these five pilot student studio engineers, and added an additional five student studio engineers to this effort. Each SSE worked with 10-15 students per session. This program allowed our students to be well positioned for multi-media job placements in: Recording Studios, Film Industry, Television Industry, Live Sound @ Concerts & Shows, Podcast Studios, Audio Book Industry, Churches, College Audio/Visual Departments, Corporate Audio/Visual Departments, and Radio Stations (mainstream, college, terrestrial, & internet).With funding from the Stadium Neighborhoods Trust Fund, (\$50,000) we were able to hire our student studio engineers and provide them with on-the-job training from professionals. In the summer of 2022, we were awarded funding (\$25,000) from Fulton County Summer Youth Job Training Program to scale our efforts to provide job-readiness

training, skills training, placement and retention; employer partnerships offering quality entry-level employment and/or salaries that meet the cost of living; and leveraging other workforce funding that can be used to expand opportunities for residents. Specifically, for job training in digital, multi-media services. Our proposal from last year was partially funded. It is our hope to be fully funded this summer. This will allow us to impact additional young people attending summer camps. In 2022, your funding allowed us to operate programs at 6 locations. Each location provided students participants not only with work experience but additional training from professional engineers. Award letters from Stadium Neighborhoods Trust Fund and Fulton County Summer Youth Job Training Program are available upon request to support our submission.

7. Define the population to be served, and geographic location. (Programs and services targeting “high risk” area(s) within Fulton County will receive priority points) We provide career exploration and job training services for at-risk youth (ages 12-24) in high-risk neighborhoods. This funding will be focused on ages 16-24 at recreation center located in the following zip codes: 30308, 30310, 30311, and 30312. United Way has been tackling complex community issues since its founding. In 2015, UWGA partnered with civic organizations and experts across the region to develop the Child Well Being (CWB) index (see heat map <https://www.unitedwayatlanta.org/child-well-being-map/>). This is a set of measurements that assess how the child, the families that support them, and the community that surrounds them, are doing. The vision is for a community where everyone can thrive, United Way is putting a laser focus on marshalling and aligning resources to support the well-being of its communities, starting with the children. College and Career Ready is a UWGA regional priority aligned with its child well-being efforts to create a clear path for youth to be successful in high school and graduate ready for higher education and high-growth careers. This focus equips youth for higher education and high-growth careers through four strategies: (1) strengthen academic supports, (2) expand career pathways, (3) increase college planning, and (4) secure basic needs (housing, food, etc.). The expand career pathways strategies is focused on creating opportunities for youth to build soft skills that employers prefer, such as comprehensive work-based learning programs including apprenticeships which advance work-readiness and connect to longer-term career opportunities. This aligns with the focus of this funding application. The UWGA CWB data shows that the zip codes we are focused on have low or very low child well-being, that puts their youth at high-risk of not being successful adults. These zip codes have low college & career readiness scores as well as low family financial security scores.

Music Education Group (MEG), MEG Student Studio Engineers and MEG Screen Printing Training will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

#6. Describe the specific activities, services and summer youth job training experiences that will be provided to program participants.

A. Music - Student Studio Engineers

a) Provide six (4) part-time student studio engineers (SSE) positions with MEG (May - August)

b) Host orientation with student engineers and parents to sign Agreements (May)

c) Student Studio Engineer Registration Form

d) Technology Use Agreement

e) Student Media Consent & Release Form

f) Coordinate summer program sites (6) and assignment of SSE (6) to sites (May)

d) Purchase upgraded equipment for SSE home studios (May)

In order for students to participate as engineers they received a complete in-home sound recording studio. Similar to the individual work-stations in the (DMTC), their set up comes complete with a Mac Mini (computer - \$800), Apollo Twin (digital Interface - \$800), 32 inch TV Monitor (\$130), Kaotica Eyeball Microphone Isolation (\$200) JBL LSR 305 Studio Speakers (\$129), Sterling Audio SP150 Microphone with Shockmount and Carry Case Black (\$100), Audio Technica Headphones (\$50), DR Pro Mic Stand (\$50), Complete Wiring Package (\$300) and creative software including AVID Pro-Tools, FL Studio, Ableton Live and Final Cut Pro (\$1000)

e) Provide training on site specific manufacturer hardware &

software (May - June) Student engineers receive product specific training from our hardware and software manufacturing partners. This training is provided as an in-kind service. The training from product manufacturers allows us to establish a baseline of knowledge of our student engineer participants. From this training we determine what level of skill they currently have and how we can supplement their learning. f) Set skills-based/proficiency training goals for each student studio engineer (June) g) Host in-person SSE training session to evaluate student progress (July) h) Evaluate SSE skills-based proficiency to goals at the end of their employment (August) B. Student Screen Printing Program a) Provide four (4) part-time student screen printing program positions with MEG (May - August) b) Host orientation with student screen printers and parents to sign Agreements (May) Screen Printing Registration Form Technology Use Agreement Student Media Consent & Release Form c) Coordinate summer program site location (May) d) Purchase upgraded equipment for screen printing (May) e) Train students on set-up and operation of screen-printing equipment (May) Student screen print participants will receive instruction on the screen-printing process from design to final printed product. Instruction will include in-class training using industry standard graphic design software. f) Secure contract for screen print service (April - August) MEG has been actively working with colleagues and local businesses to secure screen-printing contracts. These contracts are available upon completion of the training portion of the program. Letter of support are available upon request. Additionally, MEG has officially been gifted space, multiple rooms, in the Dunbar Neighborhood Center for operations.

Designation of SYJTP Funds:

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses-*** SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Direct Service Expenditures-*** SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant's public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded. Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

YCS Staff paste designation of funding request chart from WebGrants (Q.8)

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,500.00
Direct Services	\$47,500.00
Totals	\$50,000.00

Additional Explanation of Funding Details:

2023 FCSYJTP funding in the Administrative, Operational, and Direct Services cost categories. ADMINISTRATIVE 5%* Funds to support Executive/Management Staff and Administrative Support Staff \$2,500 DIRECT SERVICES - Funds utilized to provide services directly to agency/program participants such as payments made on: * Funds to be used on behalf of student participants for Job Training, Stipends (\$15 hour), transportation (gas, parking, participant's public transportation costs, etc.) \$25,000* Funds to be used to support salaries and fringe benefits for direct service personnel (Executive Director, Finance Manager, Program Coordinator, Educators, Subcontractors, etc.) - trained Studio Engineers provide OJT to the students and track their skill-building. \$17,500* Funds to be used to purchase program supplies (educational/instructional materials, paper, pencils, markers, shirts, screens etc.) directly consumed by participants \$5,000 Total Funding Request: \$50,000.00

Program Performance Measures:

Music Education Group (MEG) agrees to track and report program performance to the Fulton County Department of Community Development.

SYJTP Funding Priority(ies) to be tracked:

Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.

The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):


Number of Youth placed in paid summer job training opportunities. | Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment. | Number of Youth who complete summer job training program.

ADDITIONAL REQUIREMENTS

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

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

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

County Logo 

Reporting

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

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

Expenditure of Funds

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

ARTICLE III - COMPENSATION FOR SERVICES

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

ARTICLE IV - RECORD KEEPING

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division
Summer Youth Job Training Program
c/o: Grants Administration
hsd.grants@fultoncountyga.gov
137 Peachtree Street, SW
Atlanta, Georgia 30303**

To Contractor:

**Music Education Group (MEG)
5686 Fulton Industrial Blvd,
Atlanta, Georgia 30336**

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

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

ARTICLE V - INDEMNIFICATION

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

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

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

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

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

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

(b) Contractor acknowledges that **Music Education Group (MEG)**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE VIII - INSURANCE

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

ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

ARTICLE X - SUBCONTRACTING

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

ARTICLE XI - ASSIGNABILITY

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

ARTICLE XII - SEVERABILITY OF TERMS

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

ARTICLE XIII – PRECEDENCE OF AGREEMENT

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

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

ARTICLE XV - CAPTIONS

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

ARTICLE XVI - GOVERNING LAW

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

ARTICLE XVII - JURISDICTION

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

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

[SIGNATURES ON FOLLOWING PAGE]


Attachment A

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:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

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

VENDOR NAME Music Education Group, Inc.

DocuSigned by: Name of Signatory: **Rickey Ross**

 FE2CD96F4E7A4A6... Title of Signatory: **Founder and Board Chairman**
 Authorized Signature
Please select Attest OR Notary from the checkbox
☒ Attest ☐ Notary

ATTEST:


DocuSigned by:

 EEC476C4837648D...
 Tonya R. Grier
 Clerk to the Commission

(Affix County Seal)

DocuSigned by:


ATTEST:

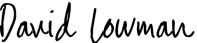
DocuSigned by: 2nd Signatory Name: **James Caldwell**

 72B561D9D3E4465... Signatory Title: **Executive Director**

Second Authorized Signature

(Affix Corporate Seal)

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

 0EC92EDADEFB4B8...
 Office of the County Attorney

ATTEST:

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:

 5F4D76DFB4A0450...
 Stanley Wilson, Director
 Fulton County Department of
 Community Development

County: _____

Commission Expires: _____

(Affix Notary Seal)

Please select RCS or RM from the checkbox

☒ **RCS**

☐ **RM**

ITEM#: 2023-0352	RCS: 5/17/2023	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

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

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

PRODUCER King & French Insurance Agency 2080-B Fairburn Road Douglasville GA 30135	CONTACT NAME: Brian Murphy PHONE (A/C, No, Ext): (770) 489-1414 E-MAIL: brian@kingandfrench.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: UNITES STATES LIABILITY INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNITES STATES LIABILITY INSURANCE CO		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: UNITES STATES LIABILITY INSURANCE CO															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED The Music Education Group, Inc. 270 LAWRENCE PL ATLANTA GA 30349-1068															

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NPP1609733	03/18/2023	03/18/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: abuse & molestation						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	UMBRELLA LIAB			CUP1568189A	03/18/2023	03/18/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Errors and Omissions/PROFESSIONAL			NPP1609733	03/18/2023	03/18/2024	EACH INCIDENT \$ 1,000,000
	AGGREGATE \$ 1,000,000						

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

FULTON COUNTY GOVERNMENT - PURCHASING DEPARTMENT

130 PEACHTREE STREET, S.W.
 SUITE 1168
 ATLANTA GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Murphy

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From: [Williams, Cherie](#)
To: [Ferrell, Dionne](#)
Subject: RE: SYJTP Documents and Information Needed- Music Education Group
Date: Friday, June 9, 2023 3:02:16 PM

Greetings Deedee,

I just spoke with Fulton County Risk Management and she confirmed that Music Education Group (MEG) may not have both personal and commercial auto liability coverages. I also reviewed last year's contract for MEG and the auto liability was waived (as well as workmen's comp) as they stated no staff utilize personal vehicles for program service delivery.

Fulton County Risk Management has authorized me to waive auto liability coverage because of last year's waiver. However, this puts all liability on MEG for any auto insurance claims that may arise in the course of delivery of the 2023 SYJTP awarded program.

Please ask MEG to include this email as part of their Certificate of Insurance document for reference.

Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division
Department of Community Development
404-612-5348 (office)
404-612-1109 (efax)
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[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Wednesday, June 7, 2023 10:40 AM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: RE: SYJTP Documents and Information Needed- Music Education Group

Okay. Got it.

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Wednesday, June 7, 2023 10:40 AM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Subject: RE: SYJTP Documents and Information Needed- Music Education Group

If the Executive Director uses his personal vehicle for the SYJTP funded program, auto liability insurance is required.

From: [Williams, Cherie](#)
To: [Ferrell, Dionne](#)
Subject: RE: SYJTP Document Follow-Up (Waiver Attached)
Date: Tuesday, June 20, 2023 4:05:57 PM

Hi Deedee,

Music Education Group's waiver request for Workmen's Comp is pasted below.

Based on their statement that the "MEG staff is on a parttime consultant basis", the Workmen's Comp coverage is **WAIVED**. Please ensure this email along with any other approved waiver emails are attached to the Certificate of Insurance document for further reference when reviewed by the Fulton County Attorney's office.

Dionne (Deedee) Ferrell
Youth Program Coordinator
Youth and Community Services Division
Department of Community Development
137 Peachtree Street, SW, Atlanta | Georgia 30303

Good evening Ms. Ferrell,

I hope that you are well. I am following up on my voicemail and our email exchange. We are almost ready to submit our information. We have a question on the insurance portion of the submission. The instructions asked that MEG insurance be expanded to include:

- **Workman's Compensation insurance.** The question is "Since MEG does not have any fulltime employees, can this requirement be waived? Note that MEG staff is on a parttime consultant basis.

MEG currently meets all other insurance requirements. Thank you for your consideration of this request.

Always,

James Caldwell
Executive Director

Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division
Department of Community Development
404-612-5348 (office)
404-612-1109 (efax)
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From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Tuesday, June 20, 2023 4:01 PM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: FW: SYJTP Document Follow-Up (Waiver Attached)

From: Music Education Group <musicedgroup@gmail.com>
Sent: Tuesday, June 20, 2023 3:59 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Dawn Ross
<dawn.musicedgroup@gmail.com>
Subject: Re: SYJTP Document Follow-Up

This Message Is From an External Sender

This message came from outside Fulton County Government. Use caution with links/attachments.

[Report Suspicious](#)

Here you go. Thank you for your patience and assistance.

Always,

James

On Tue, Jun 20, 2023 at 3:51 PM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good afternoon,

Thank you for the update on the where the line item was located on the policy. Please attach a waiver for approval for workers compensation.

From: Music Education Group <musicedgroup@gmail.com>
Sent: Tuesday, June 20, 2023 3:44 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Dawn Ross
<dawn.musicedgroup@gmail.com>
Subject: Re: SYJTP Document Follow-Up

Good afternoon Ms. Ferrell,

On the document we submitted, under "**Type of Insurance**" **Section A**, there is an X by "**other: abuse and molestation**". We currently do not have any full time staff. Only parttime consultants. Should I upload our entire 6 page policy? Please advise.

Always,

James

On Tue, Jun 20, 2023 at 3:04 PM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good afternoon,

After reviewing your documents, forms F&G are complete. As I reviewed the insurance coverage, you are still missing the abuse coverage to be added onto the E/O professional coverage. This coverage cannot be waived and your application cannot move forward without the coverage added to the policy.

Also, the organization only requested a waiver for the automobile liability and not workers compensation. Workers Compensation cannot be waived if more than 3 full-time staff members are on board.

From: Music Education Group <musicedgroup@gmail.com>

Sent: Tuesday, June 20, 2023 11:52 AM

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

Cc: Dawn Ross <dawn.musicedgroup@gmail.com>

Subject: Re: SYJTP Document Follow-Up

Good morning Ms. Ferrell,

I have uploaded the documents. Please let me know if you need any additional information.

Always,

James

On Tue, Jun 20, 2023 at 9:58 AM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good morning,

Hope all is well. I am following up on your SYJTP documents. Please reach out with concerns and or questions. We look forward to completing this portion of the scope.

Dionne (Deedee) Ferrell

Youth Program Coordinator

Youth and Community Services Division

Department of Community Development

404-375-4799 (office)

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Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division
Department of Community Development
404-612-5348 (office)
404-612-1109 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Wednesday, June 7, 2023 10:38 AM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: RE: SYJTP Documents and Information Needed- Music Education Group

In the notice it states the Executive Director is the only person that uses their vehicle for the program so are they still exempt?

From: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Sent: Wednesday, June 7, 2023 10:34 AM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Subject: RE: SYJTP Documents and Information Needed- Music Education Group

Good morning Deedee,

Thank you for sending the waiver for Music Education Group.

Music Education Group request for waiver for Auto Liability is approved **if** the Executive Director and the staff's personal vehicles are not used for the purposes of program service delivery for the 2023 SYJTP awarded program. If any personal vehicles are used for the SYJTP service delivery, auto liability coverage is required.

Please ask Music Education Group to attach this email to their Certificate of Insurance document to show the waiver approved.

Thank you!

Cherie Williams
Program Manager
Youth and Community Services Division
Department of Community Development
404-612-5348 (office)
404-612-1109 (efax)
Connect with Fulton County:
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [FGTV](#) | [#OneFulton E-News](#)

From: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>
Sent: Wednesday, June 7, 2023 9:11 AM
To: Williams, Cherie <Cherie.Williams@fultoncountyga.gov>
Subject: FW: SYJTP Documents and Information Needed

Good morning,

Please see the attached letter asking to be waived from Automobile liability. In the letter they have stated the executive does use his vehicle for the program so I am assuming they still need to add the insurance.

From: Music Education Group <musicedgroup@gmail.com>
Sent: Tuesday, June 6, 2023 6:58 PM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Dawn Ross <dawn.musicedgroup@gmail.com>
Subject: Re: SYJTP Documents and Information Needed

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This message came from outside Fulton County Government. Use caution with links/attachments.

[Report Suspicious](#)

Good evening Ms. Ferrell,

Please find attached our request for waiver for the vehicle portion of the insurance requirement.

Always,

James

On Tue, Jun 6, 2023 at 10:28 AM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good morning,

Personal vehicles used for the program are to be covered under liability. If you feel as though this does not pertain to your organization you may attach a waiver for that particular part of the policy. There is no guarantee it will be accepted but it will receive a look over.

From: Music Education Group <musicedgroup@gmail.com>
Sent: Tuesday, June 6, 2023 10:18 AM
To: Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>; Dawn Ross <dawn.musicedgroup@gmail.com>
Subject: Re: SYJTP Documents and Information Needed

Good morning Ms. Ferrell,

I hope that you are well. I am following up on my voicemail from yesterday. We do not use our vehicles to transport program participants. Will we still need to add them to our insurance? We have the other information needed.

Always,

James

On Mon, Jun 5, 2023 at 3:31 PM Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov> wrote:

Good afternoon,

Please complete the required fields for the insurance policy and Form G. You are required to have the following coverages and forms completed listed below. I have reopened your scope for you to complete.

Forms

Form G – Provide contractor name

Insurance

Abuse Coverage (all organizations with you must have abuse coverage)

Workers Compensation

Automobile Insurance (including personal vehicles)

Thank you

Dionne (Deedee) Ferrell
Youth Program Coordinator
Youth and Community Services Division
Department of Community Development
404-375-4799 (office)
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#23RFP031723C-MH
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Music Education Group Inc behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

729261

EEV/Basic Pilot Program* User Identification Number



BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Executive Director

Title of Authorized Officer or Agent of Subcontractor

James Caldwell

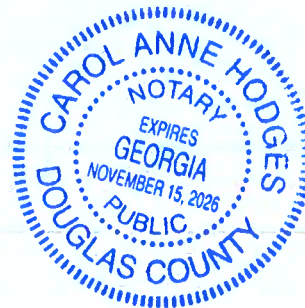
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 6th day of June, 2023

Notary Public: Carol Anne Hodges

County: Douglas

Commission Expires: 11/15/2026



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] music Education Group, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

729261
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer of Agent
(Insert Contractor Name)

Executive Director
Title of Authorized Officer or Agent of Contractor

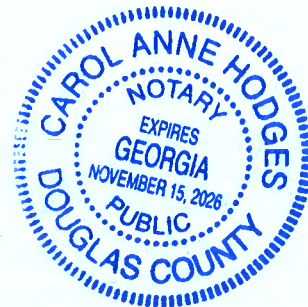
James Caldwell
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 5th day of June, 2023

Notary Public: Carol Anne Hodges

County: Douglas

Commission Expires: 11/15/2026



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].