

To: Mayor and City Council
 From: Rachel Waldron, Parks and Recreation Director
 Date: January 22, 2024
 Re: Contract Award for Brook Run Skate Park Concessionaire

Action

Approval of a contract with Action and Adventure to manage concessionaire services and programs such as selling refreshments and merchandise, and offering classes, camps and special events at the Brook Run Skate Park.

Summary

The Brook Run Skate Park has operated under an agreement with Senpaii Skateboarding LLC since 2020. The agreement terminated in October of 2023. As such, the City solicited a request for proposals to find a new skate park facility operator.

The RFP Review Team, composed of the Park Operations Manager, Recreation Manager, Facilities Coordinator and Grounds Coordinator reviewed proposals and feel that Action and Adventure will be able to provide a level of service that is most beneficial to the City. The combined scores and the scoring criteria are below:

Firm	RW	AJB	DA	GN	Total/400 Possible
PD&Jer LLC	80	70	90	77	317
Essential Grind LLC	84	75	58	74	291
Peachy Corners	76	70	80	67	293
Christian Hannah	86	74	93	87	340
Action and Adventure	82	90	89	85	346

Proposed Management Plan and Scope of Service– 60%

The Proposal shall outline the plan that the firm will use to provide the most effective delivery of the requested services put forth by the City

- Firm's understanding of services requested
- Proposed methodology for providing services
- Proposed deliverables
- Management plan
- Schedule provided
- Proposal is reasonable based on scope of work

Proposed Management Plan and Scope of Service– 60%

The Proposal shall outline the plan that the firm will use to provide the most effective delivery of the requested services put forth by the City

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Proposed Management Plan and Scope of Service– 60%

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- Management plan
- Schedule provided
- Proposal is reasonable based on scope of work

Firm Qualifications - 20%

The Proposal must give a detailed report of related experiences that demonstrate the ability of the consultant to perform requested tasks and complete the tasks as outlined in this RFP. The Proposal shall include sufficient information to indicate the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.

Financial Considerations – 20%

The Proposal must include a payment plan that is beneficial to the City and is equitable to the value of the facility use that is provided.

This agreement stipulates that Action and Adventure pay the City of Dunwoody \$350 per month. This Agreement shall be effective upon its execution (the "Effective Date") and shall terminate on December 31, 2024 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms ("Renewal Terms") unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than thirty days prior to the conclusion of the Initial or Renewal Term(s). Including any renewal terms, the duration of this Agreement shall be no more than five (5) calendar years. The skate park will remain as a free facility, but the city will see a significant benefit by not paying for management services and providing recreational programs and additional oversight of the skate park. A draft of the agreement with Action and Adventure is attached to this memorandum.

Recommendation

Staff respectfully requests that Council: (1) award a contract to Action and Adventure after legal review (2) authorize the City Manager and Staff to execute the necessary documents.

AGREEMENT

This Agreement (the "Agreement") is made this ____ day of _____, **2024**, by and between Action and Adventure LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing skateboarding programs and concessions in parks; and

WHEREAS, the City is interested in providing a recreational activity for its citizens at Brook Run Park and Company is willing to provide same at its own expense and to provide the skate park experience to visitors of Brook Run Park; and

WHEREAS, Company is willing and able to render said services pursuant to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody as set forth in Exhibit "A," "Scope of Services." Company agrees to perform the Services as stated in the Scope of Services in exchange for the City's authorizing Company to utilize a building designated by the City for the conduct of its business and for further consideration as described in this Agreement.

2. Compensation.

As consideration for its use of a building designated by the City for purposes of is concessions and retail business, Company shall pay the City of Dunwoody three hundred fifty dollars (\$350) per month. Company agrees to pay said compensation amount to the City on a monthly basis by submitting the payment on or before the first day of each month. Payment for the first month shall be due upon execution of this Agreement and shall be prorated based upon the number of days remaining in the month.

3. Relationship of Parties.

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an

independent contractor and not as an employee of the City of Dunwoody in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services in furtherance of this Agreement.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") and shall terminate on December 31, 2024 ("Initial Term"). This Agreement shall automatically renew for additional one-year terms ("Renewal Terms") unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than thirty days prior to the conclusion of the Initial or Renewal Term(s). Including any renewal terms, the duration of this Agreement shall be no more than five (5) calendar years.

5. Termination For Cause.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within twenty (20) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Company fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Dunwoody fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

6. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody. Furthermore, Company

shall remove any furnishings or equipment owned by Company and leave that portion that has become a fixture or cannot be removed without damage to the City's property.

7. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

8. Conflicts of Interest.

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Indemnification and Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees, officials and agents, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement and as a result of any physical damage to person or property as a result of the Services provided by Company herein. City of Dunwoody shall have no liability over anything occurring as a result of anybody's use of Company's concessions or as a result of Company's management of the Skate Park, which is acknowledged by Company as an assumption of risk on behalf of itself and acceptance of all responsibility therefor. City of Dunwoody further disclaims all liability associated with the Services provided herein as a

result of the use of the City’s property in any way, and make no warranties as to the safety of the Park for conduct of said services, including the conditions of the ground or the Skate Park utilized in the Services provided herein and Company acknowledges its responsibility to ensure the safety of all persons utilizing said Park during its responsibility. Insurance requirements are attached hereto as Exhibit “D”.

10. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody’s sole option terminate this Agreement without any notice to Company of such termination.

11. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

If to the Company:

Anthony Deshaun Wells
1025 Brentwood Way Apt E
Dunwoody, GA, 30350

12. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

13. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

14. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

15. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn Deutsch

Title: Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

Action and Adventure LLC

By: _____
Anthony Deshaun Wells

Title: _____

Date of Execution _____

EXHIBIT "A"

SCOPE OF SERVICES

City Responsibilities:

- Allow access to the area designated in Exhibit "B" ("Skate Park") including support structures within the Skate Park
- Provide janitorial services to the publicly-accessible restrooms at the Skate Park
- Provide utilities to the Concession Building, except phone or internet connectivity
- Display the Company's logo with a link to the Company's website on the City Parks and Recreation Department's web page

Company Responsibilities:

- Provide concessions and retail amenities to park users in the building designated by the City for that purpose, as specified in the Company's proposal (Exhibit "E")
- Provide Community Programs to include classes, lessons, camps, special events and demonstrations, as specified in the Company's proposal (Exhibit "E")
- Maintain consistent open hours for the skate shop facility, as specified in the Company's proposal (Exhibit "E")
- Pressure wash the Skate Park and de-gum the cement of Skate Park under the direction of the Parks Director
- Renovate the building reserved for concessions at its own expense under the direction of the Parks Director, with all material changes to the structure to be pre-approved by the City
- Monitor and enforce Skate Park Rules and provide oversight of the Skate Park amenity and report any issues or violations to the Parks Director or their designee and the City of Dunwoody Police Department
- Provide security system monitoring for retail spaces at the Skate Park
- Obtain criminal background checks of all Company employees and all persons employed by any subcontractor of the Company at the Skate Park and provide documentation of each background check to the satisfaction of the Parks Director
- Maintain the insurance policies required by the City, as set forth in Exhibit "D" to this Agreement
- Monitor the condition of the Skate Park amenity for safety issues and immediately report any safety-related concerns to the Parks Director
- Perform the functions set forth in its proposal to the City (attached to this Agreement as Exhibit "E")

EXHIBIT "B"
SKATE PARK AREA



EXHIBIT "C"

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT "D"**INSURANCE REQUIREMENTS**

At all times that this Agreement is in force, the Company shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$2,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$3,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its elected officials, volunteers, and employees shall be named on the Certificates of Insurance as additional insureds and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days

13. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

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Title: Mayor

Approved as to form:

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Action and Adventure LLC

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Anthony Deshaun Wells

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written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346.

EXHIBIT "E"
COMPANY PROPOSAL

**ACTION & ADVENTURE
PROPOSAL TO RUN THE
BROOK RUN SKATE PARK CONCESSIONAIRE**

Action & Adventure is excited to submit this proposal to run the Brook Run Skate Park Concessionaire to serve the residents in the Dunwoody community. We will expand and enhance the services that have been previously provided. We want to offer additional services for youth and senior citizens. Below is our proposal information.

2.1 SECTION I – Each proposal shall include a cover letter with the company’s address, telephone number, e-mail address. The cover letter should be signed by a legally authorized representative of the company.

PLEASE SEE ATTACHMENT A

2.3 SECTION II – Each proposer should include a summary of their proposed management plan including:

The facility will be managed by Elliott Smith and Anthony Wells

Elliott Smith

Elliott Smith has more than 20 years of working with youth going back to being a counselor at the YMCA to present. I have run summer camps, basketball clubs, senior community events and mentoring groups. He has over 13 years of experience teaching grades k-12.

Anthony Wells

Mr. Wells has coached youth basketball and soccer for 10+ years, He runs summer camps and after-school programs. Mr. Wells believes that in order to support youth and their development, it will take positive youth development and enrichment activities to include academic excellent, recreation and civic engagement.

2.3.1 Proposed monthly rental rate or revenue sharing plan

We are proposing a monthly rental rate of \$350.00 per month for a period of one year; after first year a new contract can be negotiated.

2.3.2 Minimum hours of operation and staffing plan

Generally, the center will be open daily from 8:00 a.m. – 8:00 p.m. There will be specific activities available for youth and senior citizens during the week.

STAFFING PROJECTIONS

Staff pay rate \$12-\$20 per hour
 Part time shifts 4 hours each shift
 Estimate 8-10 employees
 Monthly Staffing Costs 6240

SENIOR PROGRAMS & SERVICES

1 – 2 staff members

BIKE PROGRAMS

2 staff members

AFTERSCHOOL PROGRAMS

2 – 3 staff persons and volunteers

CONCESSIONS

Concessions will be run by one or two staff members.

The age for staff in certain areas will begin at 16 with a strategic goal to hire teenagers from the local community. We want to partner with local community college to offer a free outsource center

2.3.3 The intent, if any, to subcontract implementation personnel.

Currently, there are no intentions to enter into sub-contractual relationships.

2.3.4 Services to be offered such as concessions and/or retail and/or skateboard repair.**Senior Programs & Services**

During day time hours of 10 a.m. – 2:00 p.m., Tuesday, Wednesday, Thursday and Friday, there will be programs and activities for senior citizens. We anticipate offering yoga classes, fitness classes, walking, games and park tours.

Bike Programs

On a weekly basis between the hours of 10:00 a.m. – 8:00 p.m., bike tours and bike training will be available. Kids and adults are all welcome. There will be different bikes to choose from based on preference and skill sets.

Afterschool Programs

On Monday – Friday of each week, we will offer after school skate training, tutoring, leadership development training and positive conflict resolution skills.

Concessions

Concessions will run Sunday – Saturday from 8:00 a.m. – 1:00 p.m.; then resume from 2:00 p.m. – 6:00 p.m. in winter months; and until 8:00 p.m. in spring and summer months.

Party Venue

Saturday and Sunday we will offer to host birthday parties, Special group events, ACT prep workshops once a month, drug awareness workshop once a month. I plan on partnering with park amenities to offer skating and financial planning workshops with local banks.

2.3.5 Plan to promote the facility including any proposed promotional events or classes/programs to be held at the facility. If there are any gaps between what the proposer believes should be the proper scope of the services given all information known at the time this RFP, the proposer should clearly state these gaps in this section and clearly mark these of concerns as such

Mr. Smith and Mr. Wells will promote the facility and the various programs and services they will offer on social media platforms; by visiting the schools in the area and talk with appropriate staff to promote the facility and programs; and will develop flyers to be distributed in strategic locations. Lastly, Mr. Smith and Mr. Wells will coordinate and have a grand opening of the facility to promote the services and programs offered to the entire community.

Elliott Smith and Anthony Wells have experience in working with youth in providing programs and services that exposes youth to opportunities to gain new skills, education and work experience. Specifically, Mr. Wells has experience managing a recreation center.

2.3.6 Discussion of the assumptions relating to the responsibilities and/or commitments the proposer is expecting of the City throughout the life of this project.

The operators of the center see the City as a partner in the provision of recreational, educational and civic activities to be offered at the center. The operators see this as an opportunity to improve the social, health and recreational opportunities of the residents in the area.

2.4 SECTION III – The proposal should present qualifications that demonstrate the proposer’s ability to successfully operate a concession venue and the skate park. Include any previous experience managing other concession venues or similar facilities, personnel qualifications and other supporting documentation. For previous management experience, provide the facility owner’s name and contact information.

Mr. Anthony Wells has many years of experience in working with recreational programs such as skating. He himself is a skateboarder and freestyle bike rider. This experience will prove valuable in managing the Brook Run Skate Park Concessionaire. Additionally, Mr. Wells has coached youth basketball and soccer for 10+ years; has run summer camp and after school programs. He also has experience in hosting events.

2.5 SECTION IV – Each proposer shall provide three references.

PLEASE SEE ATTACHMENT B

2.6 SECTION V – Each proposer may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience.

Mr. Elliott Smith is the founder and incorporator of a 501(c)(3) nonprofit organization called the EYTO Foundation, Inc. The EYTO Foundation, Inc. was created to provide opportunities for youth to develop self-realization, positive relationships, effective work ethics and community responsibility. EYTO will provide underprivileged male youth training, mentoring, and extracurricular activities designed to expose them to life outside of their immediate communities.

The mission of EYTO Foundation, Inc. is to provide the avenue and support to underprivileged male youth to achieve success in their pursuits of excellence and positive contributing members of society.

Mr. Smith will be soliciting grants and donations through the EYTO Foundation to support the activities and services that will be offered at the Brook Run Skate Park Concessionaire

ATTACHMENT A

ACTION & ADVENTURE
347 Oak Valley Drive
Macon, GA 31217

Purchasing Department
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody, GA 30338

To Whom It May Concern:

On behalf of Action & Adventure, We are submitting the attached proposal to offer programs and services to the youth in Dunwoody which focuses on education, training and recreation. We are very interested in partnering with the City of Dunwoody and other service providers to enhance the lives of the residents in the Dunwoody area.

We wish to continue offering recreational opportunities for youth, but would also offer youth development activities. Our program will provide job opportunities for the youth, provide after school tutoring twice a week, sponsor monthly workshops on conflict resolution, ACT Preparedness, drug awareness and entrepreneurship. We are aware of some of the community activities that go on in the area and we believe that our programs and services will have a positive impact on the community.

Our intentions with the cafe would be to serve Coffee, ice cold beverages, smoothies and healthy snacks. In the summer month we plan to serve snow cones, water ice, and have a free "Popsicle Day" on Thursdays for kids & seniors. We would also like to continue to support the skating aspect and utilize the locals to continue to be mentors for the younger kids and offer skateboard classes for all interested in learning and sale skate products. We plan to bring large skate events to bring attention to the community. We plan to partner with the local community college to help students get their GED. We plan to partner with local banks to teach financial literacy classes and show students how to properly open bank accounts and save money. We plan to provide educational resources for local students in the community.

In addition to our focus on youth, we will also have limited services for senior citizens such as yoga classes, walking and tours.

If you need additional information, please contact me at
601-260-7514 or elliott.smith26@yahoo.com.

Sincerely,

Anthony Wells & Elliott Smith
Action & Adventure





October 26, 2023

To Whom It May Concern:

I would like to express my overwhelming appreciation for the quality youth programming that Elliott Smith and his team have consistently provided us with for Shabbats, holidays and weekdays.

Each member of his team conducts themselves with a high level of professionalism and skill. They are respectful, responsible and are experts at engaging our youth and keeping them interested and focused with activities that help them to build connection and confidence...all while having a blast!

Elliott is our 'Go-To' person when we want to make sure the kids are well supervised and occupied with age-appropriate fun. We continue to receive only positive reviews from staff, parents, and most importantly, from the kids.

I highly recommend Elliott Smith for any youth activity and programming needs you may have. He provides a truly stellar service and we enjoy working with him.

If you any questions regarding this matter, you may contact me at smorrison@bethtefillah.org or 404-843-2464 x127.

Regards,

Sara Chana Morrison
Executive Director

Christopher Rice
1532 Lancashire Place
Norcross, GA 30093
dfvprice@yahoo.com
678-956-4501
October 25, 2023

Dear Whom this may concern,

I am writing to wholeheartedly recommend my friend, Deshaun Wells, for the community space that your organization offers. I have had the privilege of knowing Deshaun Wells for twenty years, and during this time, I have witnessed firsthand their exceptional qualities, dedication, and commitment to community involvement. I met Deshaun during my early days in college, and I always admired his personality, making people laugh and getting people involved at events. I saw that gift transferred over to working with kids and keeping them active. When he decided to launch Action and Adventure, I was in full support of his vision because I knew he was following his purpose.

Deshaun is not only a close friend but a genuine and passionate advocate for community development and inclusivity. Throughout our friendship, I have had the opportunity to work alongside Deshaun on various Action and Adventure events, and their unwavering enthusiasm and leadership have consistently stood out. He has the creativity to generate a game that is dedicated to your liking. The way he connects with the youth and adults is beyond captivating. Deshaun always goes above and beyond to make a positive impact.

What truly sets Deshaun apart is their ability to connect with people from all walks of life. Their kindness, empathy, and excellent communication skills enable them to foster a sense of unity and camaraderie within the community. I have seen Deshaun bring diverse groups of individuals together, helping to create an inclusive and welcoming environment for all.

In summary, Deshaun is an outstanding candidate for the community space your organization provides. They are a compassionate, driven, and talented individual who is deeply committed to making a difference in our community. He has the knowledge, experience, and leadership qualities necessary to contribute significantly to your community space and to help build a stronger, more vibrant, and more inclusive community.

Granting Deshaun access to the community space would be a valuable and beneficial decision. I highly recommend Deshaun without reservation, and I'm confident that their involvement will significantly enhance your organization's mission and the well-being of our community.

If you have any further questions or require additional information, please do not hesitate to contact me at dfvprice@yahoo.com or 678-956-4501.

Thank you for considering my strong endorsement of Deshaun for the community space. I am confident that their passion and dedication will make a significant and positive impact.

Sincerely,

Christopher Rice

To Whom It May Concern,

I've been a business partner and client with Action & Adventure since its inception several years ago. As a business partner, the owner Deshaun has been nothing short of professional in every aspect. His ability to network matched with his unparalleled creativity has allowed him to spearhead various successful projects that we've collaborated on. As a client, I'm consistently impressed with his talents as a coach, fitness instructor, chaperone, and team building facilitator just to name a few positions I've had the pleasure of witnessing him perform. Any time Action & Adventure hosts an event, myself, my wife and son jump at the chance to participate because we know that any event or activity that this company associates itself with is guaranteed to be a cherishable moment. As you consider Deshaun and his company Action and Adventure for this opportunity, please keep in mind that you will not be disappointed!

Thank You,

Jamal Harbison

404-263-8475

Event Services Mgr/Owner

Signature Selection LLC:

Be Selective!

*Affidavit Verifying Status
for City Public Benefit Application*

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

**ACTION & ADVENTURE
PROPOSAL TO RUN THE
BROOK RUN SKATE PARK CONCESSIONAIRE**

Action & Adventure is excited to submit this proposal to run the Brook Run Skate Park Concessionaire to serve the residents in the Dunwoody community. We will expand and enhance the services that have been previously provided. We want to offer additional services for youth and senior citizens. Below is our proposal information.

2.1 SECTION I – Each proposal shall include a cover letter with the company’s address, telephone number, e-mail address. The cover letter should be signed by a legally authorized representative of the company.

PLEASE SEE ATTACHMENT A

2.3 SECTION II – Each proposer should include a summary of their proposed management plan including:

The facility will be managed by Elliott Smith and Anthony Wells

Elliott Smith

Elliott Smith has more than 20 years of working with youth going back to being a counselor at the YMCA to present. I have run summer camps, basketball clubs, senior community events and mentoring groups. He has over 13 years of experience teaching grades k-12.

Anthony Wells

Mr. Wells has coached youth basketball and soccer for 10+ years, He runs summer camps and after-school programs. Mr. Wells believes that in order to support youth and their development, it will take positive youth development and enrichment activities to include academic excellent, recreation and civic engagement.

2.3.1 Proposed monthly rental rate or revenue sharing plan

We are proposing a monthly rental rate of \$350.00 per month for a period of one year; after first year a new contract can be negotiated.

2.3.2 Minimum hours of operation and staffing plan

Generally, the center will be open daily from 8:00 a.m. – 8:00 p.m. There will be specific activities available for youth and senior citizens during the week.

STAFFING PROJECTIONS

Staff pay rate \$12-\$20 per hour
 Part time shifts 4 hours each shift
 Estimate 8-10 employees
 Monthly Staffing Costs 6240

SENIOR PROGRAMS & SERVICES

1 – 2 staff members

BIKE PROGRAMS

2 staff members

AFTERSCHOOL PROGRAMS

2 – 3 staff persons and volunteers

CONCESSIONS

Concessions will be run by one or two staff members.

The age for staff in certain areas will begin at 16 with a strategic goal to hire teenagers from the local community. We want to partner with local community college to offer a free outsource center

2.3.3 The intent, if any, to subcontract implementation personnel.

Currently, there are no intentions to enter into sub-contractual relationships.

2.3.4 Services to be offered such as concessions and/or retail and/or skateboard repair.**Senior Programs & Services**

During day time hours of 10 a.m. – 2:00 p.m., Tuesday, Wednesday, Thursday and Friday, there will be programs and activities for senior citizens. We anticipate offering yoga classes, fitness classes, walking, games and park tours.

Bike Programs

On a weekly basis between the hours of 10:00 a.m. – 8:00 p.m., bike tours and bike training will be available. Kids and adults are all welcome. There will be different bikes to choose from based on preference and skill sets.

Afterschool Programs

On Monday – Friday of each week, we will offer after school skate training, tutoring, leadership development training and positive conflict resolution skills.

Concessions

Concessions will run Sunday – Saturday from 8:00 a.m. – 1:00 p.m.; then resume from 2:00 p.m. – 6:00 p.m. in winter months; and until 8:00 p.m. in spring and summer months.

Party Venue

Saturday and Sunday we will offer to host birthday parties, Special group events, ACT prep workshops once a month, drug awareness workshop once a month. I plan on partnering with park amenities to offer skating and financial planning workshops with local banks.

2.3.5 Plan to promote the facility including any proposed promotional events or classes/programs to be held at the facility. If there are any gaps between what the proposer believes should be the proper scope of the services given all information known at the time this RFP, the proposer should clearly state these gaps in this section and clearly mark these of concerns as such

Mr. Smith and Mr. Wells will promote the facility and the various programs and services they will offer on social media platforms; by visiting the schools in the area and talk with appropriate staff to promote the facility and programs; and will develop flyers to be distributed in strategic locations. Lastly, Mr. Smith and Mr. Wells will coordinate and have a grand opening of the facility to promote the services and programs offered to the entire community.

Elliott Smith and Anthony Wells have experience in working with youth in providing programs and services that exposes youth to opportunities to gain new skills, education and work experience. Specifically, Mr. Wells has experience managing a recreation center.

2.3.6 Discussion of the assumptions relating to the responsibilities and/or commitments the proposer is expecting of the City throughout the life of this project.

The operators of the center see the City as a partner in the provision of recreational, educational and civic activities to be offered at the center. The operators see this as an opportunity to improve the social, health and recreational opportunities of the residents in the area.

2.4 SECTION III – The proposal should present qualifications that demonstrate the proposer’s ability to successfully operate a concession venue and the skate park. Include any previous experience managing other concession venues or similar facilities, personnel qualifications and other supporting documentation. For previous management experience, provide the facility owner’s name and contact information.

Mr. Anthony Wells has many years of experience in working with recreational programs such as skating. He himself is a skateboarder and freestyle bike rider. This experience will prove valuable in managing the Brook Run Skate Park Concessionaire. Additionally, Mr. Wells has coached youth basketball and soccer for 10+ years; has run summer camp and after school programs. He also has experience in hosting events.

2.5 SECTION IV – Each proposer shall provide three references.

PLEASE SEE ATTACHMENT B

2.6 SECTION V – Each proposer may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience.

Mr. Elliott Smith is the founder and incorporator of a 501(c)(3) nonprofit organization called the EYTO Foundation, Inc. The EYTO Foundation, Inc. was created to provide opportunities for youth to develop self-realization, positive relationships, effective work ethics and community responsibility. EYTO will provide underprivileged male youth training, mentoring, and extracurricular activities designed to expose them to life outside of their immediate communities.

The mission of EYTO Foundation, Inc. is to provide the avenue and support to underprivileged male youth to achieve success in their pursuits of excellence and positive contributing members of society.

Mr. Smith will be soliciting grants and donations through the EYTO Foundation to support the activities and services that will be offered at the Brook Run Skate Park Concessionaire