

CONTRACT
BETWEEN FULTON COUNTY, GEORGIA
AND
NATIONAL BLACK COLLEGE ALUMNI HALL OF FAME FOUNDATION, INC.

THIS CONTRACT, entered into this _____ day of December, 2022, between FULTON COUNTY, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and NATIONAL BLACK COLLEGE ALUMNI HALL OF FAME FOUNDATION, INC., a Georgia non-profit corporation (“NBCAHF”).

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

WHEREAS, NBCAHF is a non-profit, tax exempt 501(c)(3) organization that is dedicated to the growth and development of Historically Black Colleges and Universities (“HBCUs”) through scholarships, internships, training and technical assistance, alumni recognition, and programs that encourage humanitarian involvement; and

WHEREAS, the mission of NBCAHF is to serve as a catalyst and partner to help ensure the stability, viability, and excellence of the nation’s HBCUs by implementing programs and initiatives that guarantee the success of future leaders of our nation; and

WHEREAS, the goal of the NBCAHF is to foster an alliance with strategic partners to advance the missions of HBCUs, increase their visibility, and create opportunities that encourage stakeholder investment and philanthropic support of HBCUs; and

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

WHEREAS, on January 19, 2022, the Fulton County Board of Commissioners approved a \$150,000.00 increase in the FY2022 Budget for the Department of Community Development to be allocated specifically to the NBCAHF; and

WHEREAS, NBCAHF guarantees, by and through this Contract, that it shall expend the funds under this Contract for humanitarian and educational purposes consistent with its mission and non-profit status only, deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment “A” hereunder.

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

1.0 STATEMENT OF WORK

The County shall provide financial assistance in an amount not to exceed **\$150,000.00** to NBCAHF to help provide operational resources for certain charitable programs and education-related activities in Fulton County as further described in Attachment “A”.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to NBCAHF per the terms and execution of this Contract is not to exceed One Hundred and Fifty Thousand Dollars (**\$150,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract and only after NBCAF provides the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development as required in Attachment “A,” Scope of Work. This documentation shall be submitted within three (3) business days of the full execution of this Contract. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF AGREEMENT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2022, unless otherwise terminated first by the County. NBCAHF shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either the County or NBCAHF may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give five (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have five (5) days after receipt of service of the notice to correct the violation. If performance is not made, the Agreement shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended or terminated without further notice.

Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to NBCAHF.

5.0 RECORDS, REPORTS AND AUDITS

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

6.0 INSPECTION OF FILES AND RECORDS

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

7.0 PUBLICITY

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

8.0 ASSIGNMENT OF CONTRACT

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

9.0 CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities covered by this Contract, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for

those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

10.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

11.0 HOLD HARMLESS/ INDEMNIFICATION

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

12.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

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

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

13.0 GOVERNING LAW

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

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the _____ day of _____, 2022.

**National Black College Alumni
Hall of Fame Foundation, Inc.**

Attest:

Thomas W. Dortch, Jr., Chief Executive Officer
National Black College Alumni
Hall of Fame Foundation, Inc.

(Signature)

Name (Typed or Printed)

Title

(Seal)

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

ATTACHMENT “A” SCOPE OF WORK

NATIONAL BLACK COLLEGE ALUMNI HALL OF FAME FOUNDATION, INC.

In consideration of the not to exceed amount of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)** allocated to NBCAHF as part of the Fulton County Community Development Department’s FY2022 Budget, NBCAHF agrees to perform services and provide the following information:

A. Program Administration

1. The National Black College Alumni Hall of Fame Foundation, Inc. holds its Hall of Fame Weekend in Atlanta every year with events taking place over the course of several days. This year, Hall of Fame Weekend-related events took place from September 20, 2022 through September 27, 2022. This event promotes the visibility of HBCUs, while providing a forum for students, alumni, faculty and staff to sharpen their skills and increase their capabilities through workshops, seminars and programs. The attendees’ interaction with and exposure to the resources and expertise provided throughout the event is intended to equip and empower them to better serve their institutions and communities as a whole.
2. Contract funding will be paid out in one disbursement upon receipt of invoices provided to the Director of the Department of Community Development reflecting costs incurred to provide the services mentioned in the foregoing paragraph. Invoices must be provided within three (3) business days of contract execution.