

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Maniya Barredo

DocuSigned by:

*Maniya Barredo*

Founder & Artistic  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST: ☐ Notary

DocuSigned by:

*Sandy Marcot*

Treasurer

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Maniya Barredo</u> ),	( <u>Founder &amp; Artistic Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Maniya Barredo  
 05BAF14215A048C  
 Signature of Authorized Official

9/15/2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Metropolitan Ballet Theatre***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Metropolitan Ballet Theatre**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**1. Provide daily pre-professional instruction in ballet, modern, jazz dance: MBT studio, Alpharetta & virtual. 2. Provide a summer intensive workshop - MBT studio & virtual. 3. Provide multiple performance opportunities in professional venues: \*Macys/Dior performance at North Point mall: Nutcracker excerpts \*Nutcracker performances at Blessed Trinity HS Theatre, Roswell or virtual/streaming 4. In house end of year performance (classical and modern pieces) or virtual/streaming 5. Provide instruction in ballet and dance fitness to non-professional adults: MBT studio & virtual 6. Work with schools and community**

**organizations to promote music, dance and performing arts through mini performances, school outreach, education and events - in-person or virtual/streaming**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Six Thousand Five Hundred Dollars, \$6,500** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of



any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

**C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

**D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

**IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

**A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

**1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
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Contractor:	<b>Metropolitan Ballet Theatre</b>
-------------	------------------------------------



**11460 Maxwell Rd**  
**Alpharetta, GA**  
**30009**  
**Attn: Sandy Marcon**

With a copy to:

**11460 Maxwell Rd**  
**30009**  
**30009**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Metropolitan Ballet Theatre** from FCAC:

Address: **Metropolitan Ballet Theatre**  
**11460 Maxwell Rd**  
**Alpharetta,GA \_\_\_\_\_ 30009**

Telephone: **678-297-2800**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

Museum of Design  
Atlanta, MODA

DocuSigned by:

*Bruce McEvoy*

Bruce McEvoy, Board  
Chair MODA

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Laura Flusche*

Laura Flusche

Second Authorized Signature

ATTEST:

Affix Corporate Seal



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

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Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

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**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
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To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Bruce McEvoy (_____ Name(s)	Board Chair - MODA (_____ Title(s)
(_____ Name(s)	(_____ Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Bruce McEvoy*

DFB24F88910647D

Signature of Authorized Official

September 7, 2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Museum of Design Atlanta***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Museum of Design Atlanta**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To develop and deliver the virtual designer talks and a virtual exhibition in 2021, including:**

- 1. Curation and development of a virtual exhibition, The Future Happened: Designing the Future of Music**
- 2. Development and delivery of virtual designer talks about Design for Justice**
- 3. Development and delivery of virtual designer talks about Design for the Earth**
- 4. Development and delivery of virtual designer talks about Inclusive Design**
- 5. Development of free virtual Design + STEAM workshops for Title I schools**



## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty-Five Thousand Dollars \$25,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with

the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.



## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Museum of Design Atlanta**  
     **1315 Peachtree St NE**  
     **Atlanta, GA**  
     **30309**

**Attn:**

With a copy to:

**1315 Peachtree St NE**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Museum of Design Atlanta** from FCAC:

Address: **Museum of Design Atlanta**  
**1315 Peachtree St NE**  
**Atlanta,GA \_\_\_\_\_ 30309**

Telephone: **404-979-6457**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

# **FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

Please select RCS or RM from the  
checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING

## **[CONTRACTOR]**

Jena Sibille

DocuSigned by:

*Jena Sibille*

Museum Curator

Authorized Signature

Please select Attest or Notary from  
the checkbox.

X Attest

ATTEST:

X Notary

DocuSigned by:

*Tracy Watson*

Tracy Ogletree-Watson  
Ex. Dir. Budget & Gran

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

Name of Notary Public  
Stephanie Boutte

Notary Public

County of Notary  
County: Public  
Coweta

Commission Expires: 08/31/2025  
Commission  
Expire Date  
DocuSigned by:

(Affix Seal)



**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Name	Title
( _____ ),	( _____ ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Jana Sibille*

09/14/2021

Signature of Authorized Official

Date

Signature of Authorized Official

Date



**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Fulton County Teaching Museum***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Fulton County Teaching Museum**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To provide enhanced, arts-integrated and arts-based programming that supports the Georgia Standards of Excellence in core content areas to public schools in Fulton County which serve economically disadvantaged students. Programs will be held in schools, at the Teaching Museums and/or virtually from August - December 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty Thousand Dollars (\$20,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.



## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                      **Fulton County Teaching Museum**  
    **689 North Avenue**  
    **Hapeville, GA**  
    **30354**

**Attn: Jena Sibille**

With a copy to:

**689 North Avenue  
30354  
30354**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Fulton County Teaching Museum** from FCAC:

Address: **Fulton County Teaching Museum**  
**689 North Avenue**  
**Hapeville,GA\_\_\_\_\_30354**

Telephone: **470-254-8016**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

# FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# [CONTRACTOR]

Aisha Hardimon

DocuSigned by:

*Aisha Hardimon*

Station Manager

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Dianne Mathiowetz*  
Dianne Mathiowetz,  
Board President

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Aisha Hardimon</u> ),	( <u>Station Manager</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Aisha Hardimon*

875122662B104QC

Signature of Authorized Official

9/14/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Radio Free Georgia - WRFG***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Radio Free Georgia - WRFG**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**WRFG 89.3FM will broadcast 8760 hours of diverse, eclectic music in addition to local, regional, and international news and information highlighting a vast number of Fulton County artists, arts groups, and musicians. WRFG will host three virtual music events: Americana in the Park, Labor Day Blues Festival, and one musically diverse event. We will complete the last phase of our second stream project and launch an updated website to feature meaningful content including resources for the Fulton County community. WRFG will develop a virtual broadcast training class to certify future broadcasters. The curriculum will include WRFG**

**history and mission, FCC regulations, non-profit regulations, WRFG policies and procedures, recording, editing and Interview techniques and volunteerism.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Seven Thousand Five Hundred Dollars (\$7,500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.



Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Radio Free Georgia - WRFG</b>
-------------	----------------------------------

**1083 Austin Ave. NE, 107**  
**Atlanta, GA**  
**30307**  
**Attn:**

With a copy to:

**1083 Austin Ave. NE, 107**  
**30307**  
**30307**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Radio Free Georgia - WRFG** from FCAC:

Address: **Radio Free Georgia - WRFG**  
**1083 Austin Ave. NE, 107**  
**Atlanta,GA \_\_\_\_\_ 30307**

Telephone: **404-523-3471**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name Dean Baker

DocuSigned by:

*Dean Baker*

Title Managing  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Zachary Pion* Treasurer

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☒ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Dean Baker</u> ), Name(s)	( <u>Managing Director</u> ), Title(s)
( _____ ), Name(s)	( _____ ), Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Dean Baker*

Signature of Authorized Official

September 10, 2021

Date

Signature of Authorized Official

Date

**ONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Joel Chandler Harris Association - Wrens Nest***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Joel Chandler Harris Association - Wrens Nest**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present Weekly Live African Folklore Storytelling virtual March 2020-May 2021. Topics include:**

**Author book talks at TWN  
Updated house tours, virtual tours debuted this year  
Scribes writing program at KIPP Strive Academy - virtual or 2020  
Concert series with Jazz Matters - rescheduled for 2021  
Ghost Hunting 101 workshops with SIPR (Oct)**

**Modified Holiday Party open house (Dec)  
Seance Experience Fall 2021  
Dolly Parton Imagination Library  
National Black Arts Festival  
Creators/Scholars in Residence**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Dollars \$2,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

## 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

## 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

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To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

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The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as

specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."

- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.



- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor: **Joel Chandler Harris Association - Wrens Nest**  
**1050 Ralph David Abernathy Blvd SW**  
**Atlanta, GA**  
**30310**  
**Attn: Meredith Deeley**

With a copy to:

**1050 Ralph David Abernathy Blvd SW**  
**30310**  
**30310**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Joel Chandler Harris Association - Wrens Nest** from  
FCAC:

Address: **Joel Chandler Harris Association - Wrens Nest**  
**1050 Ralph David Abernathy Blvd SW**  
**Atlanta,GA \_\_\_\_\_ 30310**

Telephone: **404-753-7735**






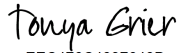
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

# FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC470C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the  
 checkbox

X RCS

X RM

ITEM#: XXX RCS: XXX


RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021


REGULAR MEETING

## [CONTRACTOR]

Alice Lovelace

DocuSigned by:  
  
 3DA4590B3021434...  
 Authorized Signature  
 Please select Attest or Notary from  
 the checkbox.

ATTEST: X Attest  
 Notary

DocuSigned by:  
  
 9FA370CE7CCE4DC...  
 Tia Davis  
 Second Authorized Signature DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Alice Lovelace</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Alice Lovelace*

30A4690B3621434

Signature of Authorized Official

9/12/2021

Date

Signature of Authorized Official

Date

## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Southeast Community Cultrual Center/ ArtsXChange***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Southeast Community Cultrual Center/ ArtsXChange**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present 14 virtual art-making videos for children and families; 24 creative writing classes; 12 published author panels; 12 virtual open mics; 5 Sinclair Gallery exhibitions and artist talks; a 2 day Art & Justice Festival featuring Oeda Penn, Julie Dexter, gospel concert, a play, 9 health and wellness workshops, and other performances; 3 outdoor artisan markets, and drive-in movie.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Six Thousand Dollars \$6,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*



- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Southeast Community Cultrual Center/ ArtsXChange**  
     **2148 Newnan Street**  
     **East Point, GA**  
     **30344**

**Attn:**

With a copy to:

**2148 Newnan Street**  
**30344**  
**30344**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Southeast Community Cultrual Center/ ArtsXChange**  
from FCAC:



Address: **Southeast Community Cultrual Center/ ArtsXChange**  
**2148 Newnan Street**  
**East Point,GA \_\_\_\_\_ 30344**

Telephone: **404-624-4211**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

# **FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# **[CONTRACTOR]**

Name  
Out on Film, Inc.

DocuSigned by:

*Craig Hardesty*

Title  
Board Chair

Authorized Signature

Please select Attest or Notary from the checkbox.

Attest

ATTEST:

x

Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Blanca I. Najjar

Notary Public

(Affix County Seal)



Gwinnett

County: \_\_\_\_\_

Commission Expires: 12/31/2022

(Affix Seal)

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

x

RCS

x

RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

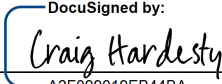
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Craig Hardesty	Board Chair
( _____ ),	( _____ ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature of Authorized Official

09/15/2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Out on Film***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Out on Film**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present an eleven day film festival targeting LGBTQ residents and allies from Fulton County to be held at the Landmark Midtown Art Cinema, with supplemental screenings at Out Front Theatre from September 23 - October 3, 2021, as well as a series of screenings outside of the festival.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Five Thousand Three Hundred Dollars, \$5,300** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.



## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
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A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

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### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Out on Film**  
     **120 Holcomb Ferry Road**  
     **Roswell, GA**  
     **30076**

**Attn:**

With a copy to:

**120 Holcomb Ferry Road  
30076  
30076**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK



EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Out on Film** from FCAC:

Address:                   **Out on Film**  
                              **120 Holcomb Ferry Road**  
                              **Roswell,GA \_\_\_\_\_ 30076**


Telephone:               **678-237-7206**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

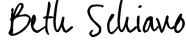
Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

**[CONTRACTOR]**

Name Beth Schiavo

DocuSigned by:  
  
 007D79D92FAD435...  
 Title  
 Executive Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

Attest

ATTEST:


x Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:  
  
 EEC470C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

ALYSSA JAMES

Notary Public

(Affix County Seal)  
 DocuSigned by:



DEKALB

County: \_\_\_\_\_

Commission Expires: 7/22/2023

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

x RCS

x RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Beth Schiavo</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Beth Schiavo

067D79D92FAD485

Signature of Authorized Official

09/16/21

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Center for Puppetry Arts***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Center for Puppetry Arts**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To use the global art of puppetry as a means to provide Fulton County residents educational experiences that encourage creativity, support school-day learning, fuel holistic development, and provide accessible, hands-on opportunities to participate in arts activities. The Center delights audiences of all ages with sophisticated, fully-staged puppetry performances; museum exhibits that put puppetry into global, cultural, and historical contexts; arts-infused education programs for children and adults, including live digital performances and workshops to provide in-class and in-home virtual programming.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **ThirtyThree Thousand Six Hundred Dollars, \$33,600** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the



ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Center for Puppetry Arts**  
     **1404 Spring St NW**  
     **Atlanta, GA**  
     **30309**

**Attn: Bradley Hartman**

With a copy to:

**1404 Spring St NW**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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



THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Center for Puppetry Arts** from FCAC:

Address: **Center for Puppetry Arts**  
**1404 Spring St NW**  
**Atlanta,GA \_\_\_\_\_ 30309**


Telephone: **404-873-3089**



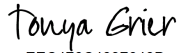
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

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

ATTEST:

DocuSigned by:  
  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 Cheryl Ringer  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 David Manuel  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox


X RCS

X RM

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>21-0522</u> RM: <u>08/04/2021</u>
RECESS MEETING	REGULAR MEETING

## [CONTRACTOR]

THEATRE-TO-GO INC

DocuSigned by:  
  
 EXECUTIVE DIRECTOR  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

ATTEST: ☒ Attest  
☐ Notary

DocuSigned by:  
  
 Jeanette wheatley  
 Chair Board of Direct  
 Second Authorized Signature

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

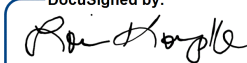
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Lois Koepke</u> ),	( <u>EXECUTIVE DIRECTOR</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  


Signature of Authorized Official

9/15/2021

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Theatre-To-Go***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Theatre-To-Go**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present two Open-Air performances including one play and one musical for seniors.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Three Thousand Dollars, \$3,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all



communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Theatre-To-Go**  
     **300 Colonial Center Parkway , Suite 100**  
     **Roswell, GA**  
     **30076**



**Attn:**

With a copy to:

**300 Colonial Center Parkway , Suite 100  
30076  
30076**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Theatre-To-Go** from FCAC:

Address:                   **Theatre-To-Go**  
                                 **300 Colonial Center Parkway , Suite 100**  
                                 **Roswell,GA \_\_\_\_\_ 30076**

Telephone:               **470-239-2210**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name Manga African  
Dance

DocuSigned by:

*Ramatu Salbatt*

Title Executive  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Natasha Chatman*

Natasha Chatman  
Board Treasurer

Second Authorized Signature

ATTEST:

Affix Corporate Seal



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Ramatu Afegbua-Sabbatt</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Ramatu Sabbatt*

178106D00C8A4B5

Signature of Authorized Official

09/16/2021

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Manga African Dance***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Manga African Dance**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present African dance and culture through various programs targeting Atlanta audiences throughout the year from January 1, 2021 - December 31, 2021. Black History Month workshops/Performances will be held virtually and in collaboration with an Atlanta public school. The 22nd Annual Dance & Drum Conference, a three-day event that attracts 1,000 plus participants from within & outside of Georgia, will take place April 30- May 2, 2021, virtually. Spring and Summer Camp (dance, percussion, & Arts & Craft), virtually or in-person depending on CDC's guidelines at that time. The 24th Annual Osun Festival will take place on**



**September 18-19, 2021. A volunteer appreciation Day and fundraiser, November 6, 2021.  
Youth rite of passage/Dance and drum festival, December 11, 2021**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Five Thousand Two Hundred Dollars \$5,200** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and



signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Manga African Dance</b>
-------------	----------------------------

**1083 Austin Avenue , #104**  
**Atlanta, GA**  
**30307**  
**Attn: Andree Janis**

With a copy to:

**1083 Austin Avenue , #104**  
**30307**  
**30307**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Manga African Dance** from FCAC:

Address: **Manga African Dance**  
**1083 Austin Avenue , #104**  
**Atlanta,GA \_\_\_\_\_ 30307**

Telephone: **404-993-5924**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Nichole Palmietto

DocuSigned by:

*Nichole Palmietto*

Executive Artistic  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Melny Gossett*

Co-Founder and  
Resident Playwright

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

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ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Nichole Palmietto</u> ),	( <u>Executive Artistic Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Nichole Palmietto  
 Signature of Authorized Official

9/13/21  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date



# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Found Stages***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Found Stages**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To engage the West Atlanta community in a series of workshop performances in preparation for the world premiere of Cassie's Ballad by Addae Moon. Performances will take place at West Atlanta Watershed Alliance in Fall 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Dollars \$4,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it



shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Found Stages</b>
-------------	---------------------

**887 West Marietta St NW Suite J-107**  
**Atlanta, GA**  
**30318**  
**Attn:**

With a copy to:

**887 West Marietta St NW Suite J-107**  
**30318**  
**30318**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Found Stages** from FCAC:

Address: **Found Stages**  
**887 West Marietta St NW Suite J-107**  
**Atlanta,GA \_\_\_\_\_ 30318**

Telephone: **361-774-2277**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

# **FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# **[CONTRACTOR]**

Atlanta Wind  
Symphony

DocuSigned by:

*Gary Cosler*

Business Manager

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Stephan C. Anderson*

Stephan C. Anderson  
Treasurer

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Gary Cosler</u> ),	( <u>Business Manager</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Gary Cosler

09/15/2021

Signature of Authorized Official

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*The Atlanta Wind Symphony***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Atlanta Wind Symphony**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**Present two free concerts for Fulton County residents:**

- 1) October Sunday afternoon performance at Milton High School Auditorium presenting music spanning four centuries.**
- 2) December Saturday evening concert at Chattahoochee High School Auditorium presenting traditional and contemporary music.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Three Hundred Dollars \$2,300**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.



Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>The Atlanta Wind Symphony</b>
-------------	----------------------------------

**P.O. Box 768672**  
**Roswell, GA**  
**30076**  
**Attn: Alan Lentz**

With a copy to:

**P.O. Box 768672**  
**30076**  
**30076**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Atlanta Wind Symphony** from FCAC:

Address:                   **The Atlanta Wind Symphony**  
                              **P.O. Box 768672**  
                              **Roswell,GA \_\_\_\_\_ 30076**

Telephone:               **678-773-6746**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name  
Tomer Zvulun

DocuSigned by:

*Tomer Zvulun*

Tomer Zvulun  
General director

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST: ☐ Notary

DocuSigned by:

*Paul Harkins*

Paul Harkins  
Chief Advancement Offi

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal

ATTEST:



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/21

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

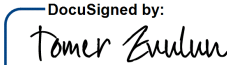
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Tomer Zvulun	General director
( _____ ),	( _____ ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  


Signature of Authorized Official

09/15

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Atlanta Opera***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Atlanta Opera**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

- 1. To provide the Studio Tour, an interactive 45-minute to 1-hour abridgement of operas, The Bilingual Barber of Seville Jan. thru May and Pirates of Penzance Oct. thru Nov. 2021 to about ~7,900 K-12 students.**
- 2. Provide community programming featuring opera performances to engage ~7,500 community members at various nontraditional Fulton County settings during CY2021, e.g., Atlanta BeltLine and the Home Depot Backyard.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Thirteen Thousand Dollars \$13,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's



support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
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Contractor:	<b>The Atlanta Opera</b>
-------------	--------------------------

**1575 Northside Drive, NW, Suite 350**  
**Atlanta, GA**  
**30318**  
**Attn: Paul Harkins**

With a copy to:

**1575 Northside Drive, NW, Suite 350**  
**30318**  
**30318**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Atlanta Opera** from FCAC:

Address:               **The Atlanta Opera**  
                             **1575 Northside Drive, NW, Suite 350**  
                             **Atlanta,GA \_\_\_\_\_ 30318**

Telephone:           **404-881-8801**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Amario's Art  
Academy

DocuSigned by:

*Amario Andre*

Executive Director

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Shondella Andre*

Shondella Andre'

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Amario Andre'</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Amario Andre*

B09161A19F1C4A8

Signature of Authorized Official

9/15/2021

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Amario's Art Academy***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Amario's Art Academy**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To expand its services to provide after-school arts program to students to: 1) create Comic Books and Animations 2) serve the community through creative art projects 3)mentor students from grades 3-12 on leadership and teamwork with an emphasis towards a professional career in the arts.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Three Thousand Dollars, \$3,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*



- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                              **Amario's Art Academy**  
    **1087 Cleveland Avenue**  
    **Atlanta, GA**  
    **30344**

**Attn: Shondella Andre'**

With a copy to:

**1087 Cleveland Avenue  
30344  
30344**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Amario's Art Academy** from FCAC:



Address: **Amario's Art Academy**  
**1087 Cleveland Avenue**  
**Atlanta,GA \_\_\_\_\_ 30344**


Telephone: **404-559-1695**




IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

## [CONTRACTOR]

Name  
 Tamara Spafford  
 Title  
 Executive Director  
 DocuSigned by:  
  
 DADEBEE0027D450...  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

ATTEST: ☒ Attest  
☐ Notary

Second Authorized Signature

Affix Corporate Seal

ATTEST:

Allison Curtin

Notary Public

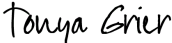
Forsyth  
 County: \_\_\_\_\_

Commission Expires: June 28, 2024

(Affix Seal) DocuSigned by:



ATTEST:

DocuSigned by:  
  
 EEC470C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal) DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>21-0522</u> RM: <u>08/04/2021</u>
RECESS MEETING	REGULAR MEETING

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Tamara Spafford</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Tamara Spafford

D4DBEE9827D450

Signature of Authorized Official

09/10/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Lionheart School***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Lionheart School**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present:**

**\*Four arts classes twice a week targeting students ages 5-18 with disabilities from Fulton County at The Lionheart School.**

**\*Six week art class at the Alpharetta Crabapple Government Center for local residents with disabilities ages 18-35. Registration open to the public -  
[https://apm.activecommunities.com/alpharetta/Activity\\_Search/59269](https://apm.activecommunities.com/alpharetta/Activity_Search/59269)**

**\*Once a week Lionheartisans classes for participants ages 9-35 with disabilities from Fulton County at the Lionheart Cottage.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Seven Thousand Dollars (\$7,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of

completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and

- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.



#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

#### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

#### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

#### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national

origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                            **The Lionheart School**  
    **225 Roswell Street**  
    **Alpharetta, GA**  
    **30009**

**Attn:**

With a copy to:

**225 Roswell Street**  
**30009**  
**30009**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK



EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Lionheart School** from FCAC:

Address:                   **The Lionheart School**  
                                 **225 Roswell Street**  
                                 **Alpharetta,GA \_\_\_\_\_ 30009**


Telephone:               **770-772-4555**



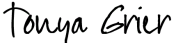
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx


RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING

## [CONTRACTOR]

DJOLI KELEN INC

DocuSigned by:  
  
 F5109D2AE2994D1...  
 CEO  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

ATTEST: ☒ Attest  
☐ Notary

DocuSigned by:  
  
 25AD63EDE2F540A...  
 Lucinda Gaddis Board Secretary  
 Second Authorized Signature

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

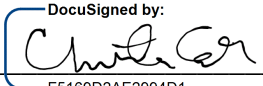
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Christan Carter</u> ),	( <u>CEO</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
  
 F5169D2AF52994D1  
 Signature of Authorized Official

09/09/21

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Djoli Kelen***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Djoli Kelen**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To support "Passport To Our Community: Revolutions in Rhythms and Movement," a multi-event festival taking place in Districts 1 and 2 of Fulton County and online in honor of Black History Month 2021. The festival will start out with a Black History Kick Off Class on January 31, 2021; include a community book reading and discussion of the book "Hot Feet and Social Change: African Dance and Diaspora Communities" augmented by 3 panel discussions on February 6, 13, & 20; two Dance & Drum Classes at East Roswell Gym on February 27 (conducted in accordance with CDC health and safety guidelines), a virtually produced concert**

**of African and African Diaspora performing arts streamed on February 27 & 28, and a Black History Culmination Class on February 28.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Dollars \$2,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.



The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Djoli Kelen</b>
-------------	--------------------

**107 Greyfield Lane  
Sandy Springs, GA  
30350  
Attn:**

With a copy to:

**107 Greyfield Lane  
30350  
30350**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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



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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Djoli Kelen** from FCAC:

Address: **Djoli Kelen**  
**107 Greyfield Lane**  
**Sandy Springs,GA \_\_\_\_\_ 30350**

Telephone: **404-621-6265**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Michael Haverty

DocuSigned by:

*Michael Haverty*

Producing Artistic  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Marium Khalid*

Marium Khalid Board  
President

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.


Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Michael Haverty (_____ Name(s)	Producing Artistic Director (_____ Title(s)
(_____ Name(s)	(_____ Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
  
 Signature of Authorized Official

9.9.21  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Object Group***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Object Group**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To work in collaboration with Sky Creature Productions to develop, design, build, shoot and edit the first eight chapters for a film adapting the Pinocchio story for adult audiences. To present this film online and also in-person if possible in December, 2021. In person screening to be held at 7 Stages Theatre ONLY if theaters have been allowed to reopen and it is deemed safe by the BOD. To offer two free of charge professional workshops online to our audience base and community in September and Decembert, 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Dollars \$2,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all



communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

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Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **The Object Group**  
     **1105 Euclid Ave.**  
     **Atlanta, GA**  
     **30307**



**Attn:**

With a copy to:

**1105 Euclid Ave.  
30307  
30307**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Object Group** from FCAC:

Address:                   **The Object Group**  
                              **1105 Euclid Ave.**  
                              **Atlanta,GA \_\_\_\_\_ 30307**


Telephone:               **404-822-8580**



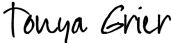
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx


RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

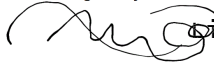
REGULAR MEETING

## [CONTRACTOR]

Name  
 Carolyn Cook

DocuSigned by:  
  
 227796DC5DD741D...  
 Title  
 Producing Artistic  
 Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

ATTEST: X Attest  
 Notary

DocuSigned by:  
  
 536CC5306F00448...  
 Second Authorized Signature  
 DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Carolyn Cook</u> ),	( <u>Producing Artistic Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Carolyn Cook  
 227796DC5DD741D  
 Signature of Authorized Official

9/16/2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Theatre du Reve***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Theatre du Reve**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a series of three (3) online Virtual Salons on a sliding-scale, pay-what-you-can basis, highlighting Francophone arts and culture in the Caribbean, North America, and Africa. Salons will be presented via Zoom in January, March, and May 2021.**



## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Dollars \$2,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

#### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

##### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

#### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

#### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies

of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

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The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

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This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.



## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                              **Theatre du Reve**  
    **P. O. Box 78341**  
    **Atlanta, GA**  
    **30357**

**Attn:**

With a copy to:

**P. O. Box 78341**  
**30357**  
**30357**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Theatre du Reve** from FCAC:


Address:                   **Theatre du Reve**  
                                 **P. O. Box 78341**  
                                 **Atlanta,GA \_\_\_\_\_ 30357**

Telephone:               **404-875-3829**

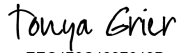
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx


RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING


## [CONTRACTOR]

Name  
 Flux Projects

DocuSigned by:  
  
 B93C005B2B541B...  
 Title Anne Archer  
 Development, Executive Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

X Attest

ATTEST: Notary

DocuSigned by:  
  
 89125B76751D439...  
 Title Rebekka Kuntschik  
 Development Director  
 Second Authorized Signature

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

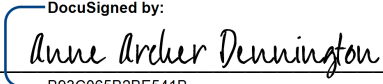
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Anne Archer Dennington )	( Executive Director )
Name(s)	Title(s)
( )	( )
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
  
 Signature of Authorized Official

September 12, 2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Flux Projects***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Flux Projects**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To provide public art programming and events throughout the year (January - December 2021) that engage Fulton County residents, bring opportunities to local artists, and encourage conversations about the importance of public art in our county. These efforts will be realized through temporary public art projects and supporting programs.**



## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Dollars \$8,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.



## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Flux Projects**  
     **575 Boulevard, #30**  
     **Atlanta, GA**  
     **30312**

**Attn:**

With a copy to:

**575 Boulevard, #30**  
**30312**  
**30312**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Flux Projects** from FCAC:

Address: **Flux Projects**  
**575 Boulevard, #30**  
**Atlanta,GA \_\_\_\_\_ 30312**

Telephone: **404-245-5853**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

NameVOX Teen  
Communications,  
Inc.

TitleAllison Hood,  
Interim Executive  
Director

DocuSigned by:

*Allison Hood*

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Christina Zdanowicz*

Christina Zdanowicz,  
Board Chair

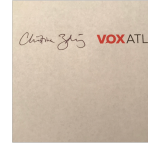
Second Authorized Signature

DocuSigned by:

ATTEST:

Affix Corporate Seal

ATTEST:



DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/21

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Allison Hood )	( Interim Executive Director )
Name(s)	Title(s)
( )	( )
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Allison Hood

B42BF8814C124A6

Signature of Authorized Official

09/14/2021

Date

Signature of Authorized Official

Date



## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *VOX Teen Communications***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **VOX Teen Communications**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To provide a free, accessible virtual and in-person afterschool and summer arts program for Fulton County teens ages 13-19 from January-December 2021. This program will include skill-building opportunities, self-expression workshops, speak-out stations, coverage opportunities, community dialogues and spoken word and poetry programs. Teens will be supported by staff and volunteer mentors in creating their own original content that is published on our website and in our print editions.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Sixteen Thousand Dollars, \$16,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.



## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                              **VOX Teen Communications**  
    **229 Peachtree St., NE, Ste. 725**  
    **Atlanta, GA**  
    **30303**

**Attn: Allison Hood**

With a copy to:

**229 Peachtree St., NE ,Ste. 725  
30303  
30303**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **VOX Teen Communications** from FCAC:

Address: **VOX Teen Communications**  
**229 Peachtree St., NE ,Ste. 725**  
**Atlanta,GA \_\_\_\_\_ 30303**

Telephone: **404-614-0040**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name

Susan Booth

DocuSigned by:

*Susan Booth*

Title

Jennings Hertz

~~Artistic Director~~

Authorized Signature

Please select Attest or Notary from the checkbox.

Attest

ATTEST:

x

Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Name of Notary Public  
Collins Desselle

Notary Public

(Affix County Seal)



County of Notary

County: Public  
DeKalb

Commission Expires: 09/14/2024

DocuSigned by:

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

x

RCS

x

RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Susan Booth ) Name(s)	( Jennings Hertz ) Artistic Director Title(s)
( ) Name(s)	( ) Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Susan Booth

24E8D8BFC1EE467

Signature of Authorized Official

09/14/2021

Date

Signature of Authorized Official

Date

## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Alliance Theatre***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Alliance Theatre**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To produce a season of five (5) shows on the Alliance Theatre's digital platform Alliance Theatre Anywhere (including three (3) Kathy & Ken Bernhardt Theatre for the Very Young productions); three (3) shows outdoors under a tent in the Woodruff Arts Center's Callaway Plaza; four (4) shows on the Coca-Cola Stage and Hertz Stage; Alliance Theatre Institute in-school residency programs and professional development for teachers; teen programming; and community engagement activities. (January - December 2021)**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty Seven Thousand Two Hundred Dollars, \$27,200**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**



Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                      **The Alliance Theatre**  
    **1280 Peachtree St NE**  
    **Atlanta, GA**  
    **30309**

**Attn: Collins Desselle**

With a copy to:

**1280 Peachtree St NE**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Alliance Theatre** from FCAC:

Address:                   **The Alliance Theatre**  
                                 **1280 Peachtree St NE**  
                                 **Atlanta,GA \_\_\_\_\_ 30309**

Telephone:               **404-733-4711**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name Atlanta  
Symphony Orchestra

DocuSigned by:

*Jennifer Barlament*

Title Jennifer  
Barlament,  
Executive Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

Attest

ATTEST:

x

Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Name of Notary Public  
Collins Desselle

Notary Public

(Affix County Seal)



County of Notary

County: Public  
DeKalb

Commission Expires: 09/14/2024

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

x

RCS

x

RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Jennifer Barlament</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Jennifer Barlament

9/16/2021

Signature of Authorized Official

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Robert W.Woodruff Arts Center -Atlanta Symphony Orchestra***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Robert W.Woodruff Arts Center -Atlanta Symphony Orchestra**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a year of virtual classical concerts, holiday and family concerts, education programs and musician training programs that represent the depth and breadth of our community and are appropriate for all ages. Virtual performances will be professionally recorded in Symphony Hall (January 2021-December 2021) with strict adherence to CDC Covid guidelines and available for viewing online through a membership and outreach programming for schools, students at home, senior facilities, hospitals and other underserved groups will be made**

available free of charge. Limited smaller outdoor live performances as permitted by guidelines may take place in the second half of 2021.

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Sixteen Thousand Eight Hundred Dollars, \$16,800**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's



support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Robert W. Woodruff Arts Center -Atlanta Symphony Orchestra**

**1280 Peachtree Street NE , Suite 4074**  
**Atlanta, GA**  
**30309**  
**Attn: Nancy Field**

With a copy to:

**1280 Peachtree Street NE , Suite 4074**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Robert W.Woodruff Arts Center -Atlanta Symphony Orchestra** from FCAC:

Address: **Robert W.Woodruff Arts Center -Atlanta Symphony Orchestra**  
**1280 Peachtree Street NE , Suite 4074**  
**Atlanta,GA \_\_\_\_\_ 30309**


Telephone: **404-733-4900**



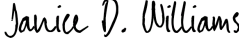
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

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

**[CONTRACTOR]** Name  
 Janice D. Williams

DocuSigned by:  
  
 Title  
 Executive Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.


ATTEST: ☒ Attest  
☐ Notary

Second Authorized Signature

Affix Corporate Seal

ATTEST:

ATTEST:

DocuSigned by:  
  
 Tonya R. Grier  
 Clerk to the Commission

Name of Notary Public  
 Ebinger Heter

Notary Public

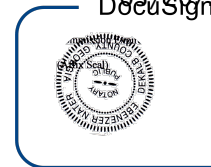
(Affix County Seal)  
 DocuSigned by:



County of Notary  
 County: Public  
 DeKalb

Commission Expires: Commission  
 Expire Date  
 03/30/23  
 DocuSigned by:

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 Cheryl Ringer  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 David Manuel  
 Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Janice D. Williams</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Janice D. Williams

Signature of Authorized Official

September 17, 2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Jazz Matters***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Jazz Matters**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present one (1) concert in 2021 in a virtual/hybrid format. Each concert will be produced in adherence to COVID19 safety protocols and governmental mandates for live performances to: Present a concert series targeting the residents of Fulton County between June-December 2021: Utilize The Wrens Nest or available Fulton County based venue for proposed hybrid concerts. To ensure that content from said performances be made available, after initial performance date, at a reduced rate or free to Fulton county residents, Fulton County schools, senior and veteran populations**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Three Thousand Seven Hundred Dollars, \$3,700** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.



## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Jazz Matters**  
     **1050 Ralph D. Abernathy Blvd.**  
     **Atlanta, GA**  
     **30310**

**Attn:**

With a copy to:

**1050 Ralph D. Abernathy Blvd.  
30310  
30310**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Jazz Matters** from FCAC:

Address:                   **Jazz Matters**  
                                 **1050 Ralph D. Abernathy Blvd.**  
                                 **Atlanta,GA \_\_\_\_\_ 30310**

Telephone:               **404-474-1211**






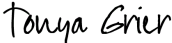
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC470C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the  
 checkbox


X RCS

X RM


ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>21-0522</u> RM: <u>08/04/2021</u>
RECESS MEETING	REGULAR MEETING

## [CONTRACTOR]

Name  
 Celise Kalke

DocuSigned by:  
  
 9A79E5E0C39A145...  
 Managing Director  
 Authorized Signature  
 Please select Attest or Notary from  
 the checkbox.

ATTEST: ☒ Attest  
☐ Notary

DocuSigned by:  
  
 1626285FE3894E8...  
 Development Director  
 Second Authorized Signature DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>celise kalke</u> ),	( <u>Managing Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Celise kalke

9A79E5F0G39A445

Signature of Authorized Official

9/13/2021

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Synchronicity Theatre***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Synchronicity Theatre**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**produce: 2 Family Series plays (1 in Dec & 1 in Feb-March) and 3 Bold Voices programs (1 play Sept-Oct, workshop in March-April, & presenting series in June) at Synchronicity Theatre; Playmaking for Girls (PFG) summer public performance virtually; 7 PFG Two-day Workshops (various community partners, year-round); 5 Stripped Bare arts incubator performances (2 Fall & 3 Spring at Synchronicity Theatre); host our Women in the Arts Panel Luncheon (Virtual, April 20th) & hold 9 PFK after-school programs per school semester & 2 camps in the Fall (Synchronicity Annex), and several community events.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty Thousand Dollars (\$20,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

### **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

##### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*



- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Synchronicity Theatre**  
     **1545 Peachtree Street NE, Suite 102**  
     **Atlanta, GA**  
     **30309**

**Attn: Dalyla McGee**

With a copy to:

**1545 Peachtree Street NE, Suite 102  
30309  
30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Synchronicity Theatre** from FCAC:



Address:                   **Synchronicity Theatre**  
                                 **1545 Peachtree Street NE, Suite 102**  
                                 **Atlanta,GA \_\_\_\_\_ 30309**

Telephone:               **404-974-3291**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Elizabeth  
Carr-Hurst

DocuSigned by:

*Elizabeth Carr-Hurst*

Mayor

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Deannia Ray*

Deannia Ray, City  
Clerk City of Fairburn

Second Authorized Signature

ATTEST:

Affix Corporate Seal



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Elizabeth Carr-Hurst )	( Mayor )
Name(s)	Title(s)
( )	( )
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:



D5DBA4AF4500489

Signature of Authorized Official

09/14/2021

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *City of Fairburn***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **City of Fairburn** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

- 1. To complete alley activation, creating a pedestrian environment that sets the tone for how users will interact in the space in Summer 2021.**
- 2. To incorporate placemaking by creating an active space that includes art, stringed lighting, seating, and landscaping - Summer 2021.**
- 3. To provide public art: Artists will be selected mid-Summer 2021 for a Sept. 17th Art Event. Events and Performances occur monthly at the Southside Theatre Guild.**
- 4. To provide an activated alley space for local performances and art exhibits. Events at the theatre are scheduled from Summer 2021 - Fall of 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Five Hundred Dollars, \$8,500** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.



## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
    Fulton County Arts & Culture  
    141 Pryor Street SW, Suite 2030  
    Atlanta, GA 30303

Contractor:                              **City of Fairburn**  
    **56 Malone Street**  
    **Fairburn, GA**

**30213**

**Attn:**

With a copy to:

**56 Malone Street**

**30213**

**30213**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK



EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **City of Fairburn** from FCAC:

Address:                   **City of Fairburn**  
                                 **56 Malone Street**  
                                 **Fairburn,GA \_\_\_\_\_ 30213**


Telephone:               **770-964-2244**



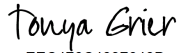
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

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

ATTEST:

DocuSigned by:  
  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 Cheryl Ringer  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 David Manuel  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

X

RCS

X

RM

ITEM#: xxx RCS: xxx

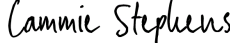
RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING

## [CONTRACTOR]

Cammie Stephens


DocuSigned by:  
  
 Cammie Stephens  
 Executive Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

X

Attest

ATTEST:

Notary

DocuSigned by:  
  
 R. Clay Hales, MOS  
 Board Chair  
 Second Authorized Signature  
 DocuSigned by:

Affix Corporate Seal

ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

2021 Contract for Services:  
Page 1

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*The Michael O'Neal Singers***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Michael O'Neal Singers**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a series of 5 ONLINE Choral Singing programs in 2021 (with up to 2 programs tied to in-person choral programs in September - December 2021). To offer outreach DVD concert bundles to Senior Living Communities throughout the year (January 2021-December 2021).**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Seven Thousand Five Hundred Dollars (\$7,500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the



ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                            **The Michael O'Neal Singers**  
     **P.O. Box 1008**  
     **Roswell, GA**  
     **30077**

**Attn:**

With a copy to:

**P.O. Box 1008**  
**30077**  
**30077**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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



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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Michael O'Neal Singers** from FCAC:

Address:                   **The Michael O'Neal Singers**  
                                 **P.O. Box 1008**  
                                 **Roswell,GA \_\_\_\_\_ 30077**

Telephone:               **770-594-7974**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

Please select RCS or RM from the  
checkbox

X

RCS

X

RM

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING

## [CONTRACTOR]

Orbit Theatrical  
INC

DocuSigned by:

*William C. Hall*

William C Hall-  
Executive Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

X

Attest

ATTEST:

Notary

DocuSigned by:

*Alison B. Streeter*

Alison B. Streeter,  
Treasurer

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>william c Hall</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*William C. Hall*

58A34C84642D495

Signature of Authorized Official

9/13/21

Date

Signature of Authorized Official

Date

## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Orbit Theatrical***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Orbit Theatrical**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**\* To present six (6) musical theatre productions targeting residents of North Fulton County and families of the participants. Performances will be held at Providence Place in March, April, May, October, November, and December 2021. \* To present the Broadway Unplugged benefit concert, auction, and reception targeting residents of Metro Atlanta and families of the participants. The event will be held at Providence Place in June 2021. \* To present Broadway Sessions, a masterclass series targeting performing arts students in Fulton County and the surrounding area. Classes will be held online or at Providence Place (Jan. - Dec. 2021). \* To**

**offer outreach programming to senior and community groups (Jan. - Dec. 2021). \* To offer performing arts training scholarships (Jan. - Dec. 2021).**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Eight Hundred Dollars \$2,800**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of



any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Orbit Theatrical</b>
-------------	-------------------------



**590 Mt Vernon Hwy NE**  
**Sandy Springs, GA**  
**30328**  
**Attn: Alison Streeter**

With a copy to:

**590 Mt Vernon Hwy NE**  
**30328**  
**30328**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Orbit Theatrical** from FCAC:

Address: **Orbit Theatrical**  
**590 Mt Vernon Hwy NE**  
**Sandy Springs,GA \_\_\_\_\_ 30328**

Telephone: **770-693-3641**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name: The Museum of Contemporary Art of Georgia, Inc.  
Title: President/CEO/Director

DocuSigned by:

*Annette Cone-Skelton*

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Ariel Jones*

Ariel Jones

Second Authorized Signature

ATTEST:

Affix Corporate Seal



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 8/4/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Annette Cone-Skelton</u> ),	( <u>President/CEO/Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Annette Cone-Skelton  
 05FA688684F4GB  
 Signature of Authorized Official

9-30-2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Museum of Contemporary Art of Georgia***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Museum of Contemporary Art of Georgia**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To collect, archive, and exhibit the arts of the state of Georgia. Between January 1, 2021 and December 31, 2021, MOCA GA will present exhibitions featuring rotating artist exhibitions and selections from the permanent art collection, utilizing the exhibition spaces onsite at MOCA GA. At this time, MOCA GA is investing in new photographic technology, and revamping its server to support and run a fully functional virtual museum. In response to the current health crisis, MOCA GA is mounting its major exhibitions online, promoting its online permanent collection**

**and archives through gaming and other mechanisms of engagement, and altering our fundraising and earned revenue streams**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Dollars, \$8,000** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of



any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **The Museum of Contemporary Art of Georgia**



**75 Bennett St. , Suite A2**  
**Atlanta, GA**  
**30309**  
**Attn: Ariel Jones**

With a copy to:

**75 Bennett St. , Suite A2**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Museum of Contemporary Art of Georgia** from  
FCAC:

Address:                   **The Museum of Contemporary Art of Georgia**  
                                 **75 Bennett St. , Suite A2**  
                                 **Atlanta,GA \_\_\_\_\_ 30309**


Telephone:               **404-367-8700**



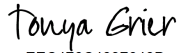
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox


X RCS

X RM

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>21-0522</u> RM: <u>08/04/2021</u>
RECESS MEETING	REGULAR MEETING


## [CONTRACTOR]

Name Lisa Adler

DocuSigned by:  
  
 0DB08D5880214F5...  
 Title President/  
 Co-Artistic/Prod.  
 Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

X Attest

ATTEST: Notary

DocuSigned by:  
  
 18C4B177C4754E5...  
 Elizabeth Hodges  
 Managing Director  
 Second Authorized Signature

Affix Corporate Seal



ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.


Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Lisa Adler (_____ Name(s)	President/ Co-Ar tistic/Prod. Director (_____ Title(s)
(_____ Name(s)	(_____ Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
  
 00B0BD5886214F5  
 Signature of Authorized Official

9.13.21

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Horizon Theatre Company***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Horizon Theatre Company**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To produce a 2021 season (live or virtual) of 4-5 regional or world premieres of contemporary plays/performance events: Love, M. (Jan. and June, Virtual 2021), Completeness (Virtual March-Dec) Southbound (April-Dec, Virtual Monthly Series), Earth Love (April, Virtual 2021), The New Georgia Woman Project: Black Women Speak (June-Dec, Virtual & Live), How I Became A Pirate (July/ Aug, Live), and The Royal Peacock musical reading (Dec, Live/Virtual). To commission and develop 10 new plays by Black writers, including The New Georgia Woman Project: Black Women Speak (developing 9 new plays) and The Royal Peacock. To provide**



**theatre education programs: New South Young Playwrights Festival (June), Horizon In-School Playwriting Residencies (Jan-May), and The New School (Jan-May, Aug-Dec).**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty-five Thousand Six Hundred Dollars \$25,600** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and



signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Horizon Theatre Company</b>
-------------	--------------------------------

**PO Box 5376**  
**Atlanta, GA**  
**31107**  
**Attn: Keena Redding**

With a copy to:

**PO Box 5376**  
**31107**  
**31107**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Horizon Theatre Company** from FCAC:

Address:                   **Horizon Theatre Company**  
                                 **PO Box 5376**  
                                 **Atlanta,GA \_\_\_\_\_ 31107**

Telephone:               **678-643-3149**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

# FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# [CONTRACTOR]

DocuSigned by:

George Galbreath George Galbreath

9156C1972A7A4BD...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Jacqueline Robinson

Notary Public

(Affix County Seal)

DocuSigned by:



County: Coweta

Commission Expires: 10/21/2024

Cheryl Ringer

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Pease select RCS or RM  
from the checkbox.

☐ RCS

☒ RM

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

[CONTRACTOR]

George Galbreath

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Authorized Signature  
Please select Notary from the  
checkbox.

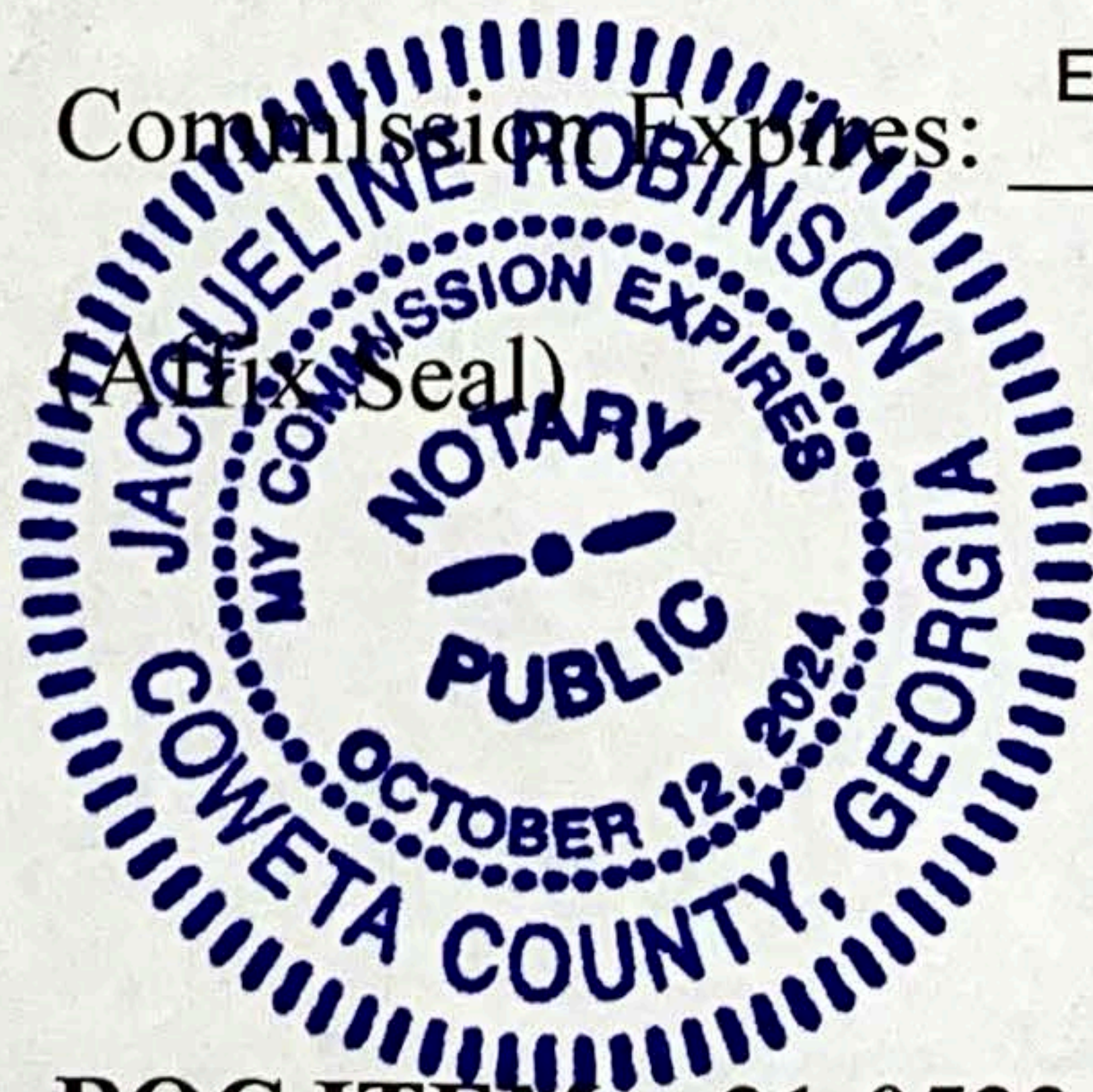
☒ Notary

ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission  
  
(Affix County Seal)

Name of Notary Jacqueline Robinson  
Notary Public  
  
County of Notary Public Coweta  
County: \_\_\_\_\_  
  
Commission Expires: \_\_\_\_\_ Expiration Date 10/12/24



APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

BOC ITEM: 21-0522  
APPROVED August 4, 2021  
Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.”

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( George Galbreath )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*George Galbreath*

9156C1972A7A4BB

Signature of Authorized Official

09/26/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*George Galbreath***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **George Galbreath** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a solo visual art exhibit featuring 20+ pieces depicting the changing urban landscape due to gentrification and revitalization. The exhibit would be on view for 4 weeks and include opening and closing receptions and a panel discussion.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Dollars (2500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.



#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **George Galbreath**  
**232 Bradberry St SW**  
**Atlanta GA 30313**

**Attn: George Galbreath**

With a copy to:                      **232 Bradberry St SW**  
**Atlanta GA 30313**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract

period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **George Galbreath** from FCAC:

Address: **George Galbreath  
232 Bradberry St SW  
Atlanta GA 30313**

Telephone: **404-725-2867**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Lassana Kouyate

LASSANA KOUYATE

64DF409C05BB4B9...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Jasmine Wilcox

Notary Public

(Affix County Seal)

DocuSigned by:

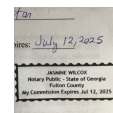


County: Fulton

Commission Expires: 7/12/2025

Cheryl Ringer

(Affix Seal) DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Please select RCS or RM  
from the checkbox.

☐ RCS

☒ RM

### BOC ITEM: 21-0522

APPROVED August 4, 2021

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ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING



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**FULTON COUNTY, GEORGIA**

**[CONTRACTOR]**

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

*Lassana Kouyate* LASSANA KOUYATE

Authorized Signature

Please select Notary from the  
checkbox.

X Notary

*Jasmine Wilcox*

ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission

Notary Public

*Jasmine Wilcox*

(Affix County Seal)

County: Fulton

Commission Expires: July 12, 2025

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

JASMINE WILCOX  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Jul 12, 2025

**BOC ITEM: 21-0522**

**APPROVED August 4, 2021**

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**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

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Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( LASSANA KOUYATE )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Lassana Kouyate*

81DF409C05BB4D9

Signature of Authorized Official

09/16/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Lassana Kouyate***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Lassana Kouyate** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present La Culture Mandingue (LCM), an ongoing traditional West African arts series that fosters cultural transmission and community cohesion. The 2021 project will create a vibrant interplay and comparison of Manding/Mandinka traditions, Wolof and Serer ethnic groups, and the dynamics of modern culture.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Fifty Dollars (\$4550)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.



- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Lassana Kouyate**  
**2800 Camp Creek Pkwy L7**  
**Atlanta GA 30337**

**Attn: Lassana Kouyate**

With a copy to:                      **2800 Camp Creek Pkwy L7**  
**Atlanta GA 30337**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021, to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract

period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Lassana Kouyate** from FCAC:



Address: **Lassana Kouyate**  
**2800 Camp Creek Pkwy L7**  
**Atlanta GA**  
**30337**

Telephone: **404-861-0775**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

The Art Section  
Inc.

DocuSigned by:

*Deanna Sirlin*

Deanna Sirlin  
Executive Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Philip Auslander*

Philip Auslander  
Treasurer

Second Authorized Signature

ATTEST:

Affix Corporate Seal



ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Deanna Sirlin</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Deanna Sirlin  
 Signature of Authorized Official

09/07/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Arts Section***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **The Arts Section**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present an online series of Dialogues between Artists and Writers of Fulton County targeting residents in north Fulton These nine new Dialogues will be posted in TAS beginning in January 2021 until December 2021. These dialogue will be always available on the site to audiences.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Dollars \$4,500** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*



- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **The Arts Section**  
     **120 N. Christopher's Run**  
     **Milton, GA**

**30004**  
**Attn: Philip Auslander**

With a copy to:

**120 N. Christopher's Run**  
**Milton, GA**  
**30004**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The Arts Section** from FCAC:



Address:                   **The Arts Section**  
                                 **120 N. Christopher's Run**  
                                 **Milton,GA \_\_\_\_\_ 30004**

Telephone:               **770-262-6249**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

DocuSigned by:

*Carolyn R. Morris*

Carolyn R. Morris

56D6B5BE6752460...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

*Tonya R. Grier*

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Tonya R. Grier  
Clerk to the Commission

Name of Notary,  
~~Christopher McPherson~~  
Notary Public

(Affix County Seal)

DocuSigned by:



Hall County of Notary  
County: Public

Commission Expires: Expiration Date 9/1/2024

Cheryl Ringer

(Affix Seal) DocuSigned by:

Expire

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

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Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Pease select RCS or RM  
from the checkbox.

RCS

☒ RM

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

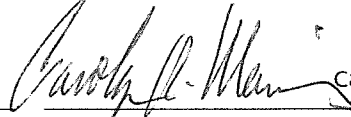
REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

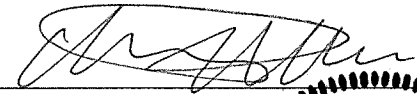
**[CONTRACTOR]**

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

  
Carolyn R. Morris  
Authorized Signature

Please select Notary from the checkbox.

☒ Notary



ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

Name of Notary CHRISTOPHER STEVEN MCPHERSON  
Notary Public

County of Notary Public  
County: FULTON

Commission Expires: 9/10/24 Expiration Date

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_ ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

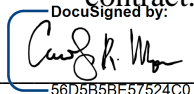
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Carolyn R. Morris )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  


Signature of Authorized Official

09/20/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Carolyn Morris***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Carolyn Morris** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To offer a series of monthly art-based workshops via zoom called PoP Upz (Power of Play Upliftment on zoom). There will be 22 sessions to include rehearsals & performance via Zoom. PoP Upz will be shared through PSAs & flyers throughout the community & on social media.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Thirty-Five Dollars (\$4535)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator, and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.



## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques,

catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Carolyn Morris**  
**658 Lindbergh Drive NE**  
**Apt 1444**  
**Atlanta GA 30324**

**Attn: Carolyn Morris**

With a copy to:                      **658 Lindbergh Drive NE**  
**Apt 1444**  
**Atlanta GA 30324**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021, to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Carolyn Morris** from FCAC:

Address: **Carolyn Morris**  
**658 Lindbergh Drive NE**  
**Apt 1444**  
**Atlanta GA 30324**

Telephone: **404-398-5318**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Deanna Sirlin

Deanna Sirlin

D663D08EA73E421...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Matthew Belmont

Notary Public

(Affix County Seal)

DocuSigned by:



County: Forsyth

Commission Expires: 9/21/2024

Cheryl Ringer

(Affix Seal)

DS

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Please select RCS or RM  
from the checkbox.

RCS

☒ RM

### BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

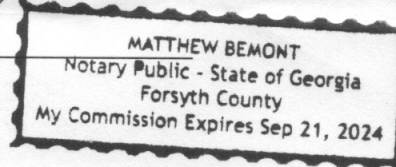
\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

\_\_\_\_\_  
Authorized Signature

Please select Notary from the checkbox.

\_\_\_\_\_  
Notary



ATTEST:

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Deanna Sirlin )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Deanna Sirlin  
 DCC3D08EA73E421...

Signature of Authorized Official

09/17/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Deanna Sirlin***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Deanna Sirlin** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present an online exhibition in responses to a text of Healing + Inspiration from September 15-December 15, 2021. I will invite artists and publicize a call for submissions. I will design the site to present and promote the art.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Hundred Dollars (\$2500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.



## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

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- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

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In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

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All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Deanna Sirlin**  
**120 N.CHRISTOPHER'S RUN**  
**Milton GA 30331**

**Attn: Deanna Sirlin**

With a copy to:                      **120 N.CHRISTOPHER'S RUN**  
**Milton GA 30331**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract



period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Deanna Sirlin** from FCAC:

Address: **Deanna Sirlin**  
**120 N.CHRISTOPHER'S RUN**  
**Milton GA 30331**

Telephone: **770-262-6249**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Jennifer Sutton

Jennifer Sutton

E9059F311290469...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Cheryl Ringer

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Please select RCS or RM  
from the checkbox.

☒

RCS

RM

ATTEST:



James Trahan

Notary Public

County: Dekalb

Commission Expires: Feb 16, 2024

(Affix Seal)

DocuSigned by:



## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

REGULAR MEETING



DocuSign Envelope ID: 12C758AA-B760-4BF0-9559-B6C7AF2A26AF

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

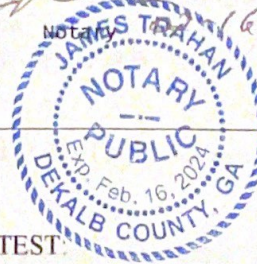
[CONTRACTOR]

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Authorized Signature

Please select Notary from the checkbox.

x



ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

Name of Notary

Notary Public

County of Notary Public  
County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Expiration Date

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Jennifer Sutton )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Jennifer Sutton

E9059F311290469...

Signature of Authorized Official

09/21/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Jennifer Sutton***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Jennifer Sutton** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present the fashion exhibition, Bold colors, bold designs to tell a story and to invoke imagination and emotion with colors through lighting. This projects will be a virtual exhibition and can be viewed at the space.**



## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Hundred Dollars (\$2500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
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### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.



In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Jennifer Sutton**  
**40 Daniel GA 30312**

**Attn: Jennifer Sutton**

With a copy to:

**40 Daniel St 4**  
**Atlanta GA 30312**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as

detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Jennifer Sutton** from FCAC:

Address:               **Jennifer Sutton**  
                             **40 Daniel St 4**  
                             **Atlanta GA 30312**

Telephone:           **770-940-0329**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

*Matthew Terrell*

Matthew Terrell

59882859B3C74AB...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Cheryl Ringer

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

N S Brody

Notary Public

County: Cobb

Commission Expires: 1/9/2024

(Affix Seal)

DocuSigned by:



**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM  
from the checkbox.

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

RECESS MEETING

REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

[Signature]  
Authorized Signature

Please select Notary from the  
checkbox.

x Notary [Signature]

ATTEST:

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

ATTEST:

Name of Notary N. S. Brosy  
Notary Public

County: County of Notary Public  
Cobb

Commission Expires: Expiration Date  
1/9/2024

(Affix Seal)

APPROVED AS TO FORM:

Office of the County Attorney

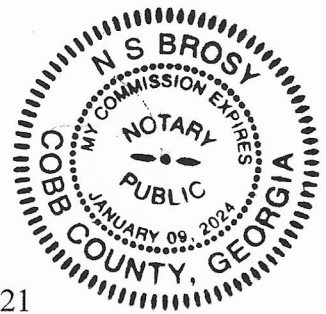
APPROVED AS TO CONTENT:

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted  
electronically and electronic signatures shall be  
deemed original signatures for purposes of this  
Agreement with such scanned and electronic  
signatures having the same legal effect as  
original signatures."



ITEM#: _____ RCS: _____	ITEM#: _____ RM: _____
-------------------------	------------------------

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Matthew Terrell )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a

contract."  
 DocuSigned by:  
  
 5988285BD3C74AB  
 Signature of Authorized Official

09/17/2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date



**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Matthew Terrell***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Matthew Terrell** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present the production, "Living the Dream Holiday Spectacular" is a special 90-minute-long episode of my new cooking show. Celebrate the diversity of holidays in Fulton County, and learn new recipes from many traditions. The episode will be available streaming for free December 2021.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Hundred Dollars (\$2500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.



## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Matthew Terrell**  
**1080 Euclid Avenue NE**  
**#105**  
**Atlanta GA 30307**

**Attn: Matthew Fielding - Terrell**

With a copy to:                      **1080 Euclid Avenue NE**  
**#105**  
**Atlanta GA 30307**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Matthew Terrell** from FCAC:

Address: **Matthew Terrell  
1080 Euclid Avenue NE  
#105  
Atlanta GA 30307**

Telephone: **479-769-4950**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

DocuSigned by:

*Dr. Shondrika Moss-Bouldin*

Shondrika Moss-Bouldin

7F7BD9140FF64AC...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Cheryl Ringer

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Pease select RCS or RM  
from the checkbox.

☒ RCS

☐ RM

ATTEST:



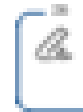
Name of Notary

Notary Public

County: \_\_\_\_\_  
County of Notary Public

Commission Expires: \_\_\_\_\_  
Expiration Date

(Affix Seal)



**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

REGULAR MEETING

## DocuSign Envelope ID: 7F31455F-18EF-4CE3-BED1-9A6DB7D6E032

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA****[CONTRACTOR]**

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

*Shondrika Moss-Bouldin*  
Shondrika Moss-Bouldin

Authorized Signature

Please select Notary from the  
checkbox.

X Notary

*Jahan Musawwir*

ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission  
(Affix County Seal)

Name of Notary *Jahan Musawwir*

Notary Public

County of Notary Public *Fayette*

Commission Expires: *Oct. 14, 2022*  
Expiration Date

(Affix Seal)

JAHAN MUSAWWIR  
Notary Public - State of Georgia  
Clayton County  
My Commission Expires Oct 14, 2022

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

**BOC ITEM: 21-0522****APPROVED August 4, 2021**

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Director, Fulton County Art Department

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	



DocuSign Envelope ID: 7F31455F-18EF-4CE3-BED1-9A6DB7D6E032

FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

*Shondra Moss - Bouldin*

Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

*Shondra Moss - Bouldin*

Signature of Authorized Official

Date

*9/22/21*

Signature of Authorized Official

Date

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Shondrika Moss-Bouldin )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Dr. Shondrika Moss-Bouldin

7F7DD9140FFC4AC...

Signature of Authorized Official

09/22/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Dr. Shondrika Moss-Bouldin***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Dr. Shondrika Moss-Bouldin** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present Heal Sista Heal a project that focuses on creating a communal space where Black women can participate in a virtual workshop that will focus on the joy of movement through dance and healing with a group discussion lead by a licensed therapist.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Hundred Dollars (\$2500)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.



### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Dr. Shondrika Moss-Bouldin**  
**5685 Cedar Pass**  
**Fairburn GA 30213**

**Attn: Dr. Shondrika Moss-Bouldin**

With a copy to:

**5685 Cedar Pass**  
**Fairburn GA 30213**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract

period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Dr. Shondrika Moss-Bouldin** from FCAC:

Address: **Dr. Shondrika Moss-Bouldin**  
**5685 Cedar Pass**  
**Fairburn GA 30213**

Telephone: **404-805-1110**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Theresa Howard

Theresa Howard

FB5B8697A23943D...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Fleurianne Debe

Notary Public

(Affix County Seal)

DocuSigned by:



County: Fulton

Commission Expires: 9/24/2024

Cheryl Ringer

(Affix Seal) DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM  
from the checkbox.

☐ RCS

☒ RM

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

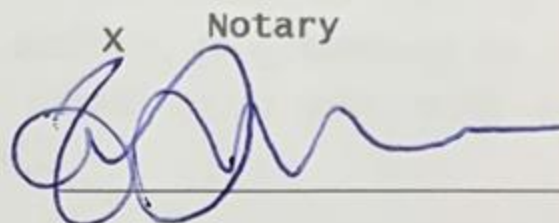
FULTON COUNTY, GEORGIA

[CONTRACTOR]

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

 Theresa Howard  
Authorized Signature

Please select Notary from the checkbox.

X Notary  


ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission

Name of Notary Fleurianne Debe  
Notary Public

(Affix County Seal)

County of Notary Public  
County: Fulton

Commission Expires: 9/24/2024 Expiration Date

APPROVED AS TO FORM:



Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

BOC ITEM: 21-0522  
APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Theresa Howard )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
 Theresa Howard  
 FB5B8697A23943D  
 Signature of Authorized Official

09/15/2021  
 Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Theresa Howard***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Theresa Howard** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To offer the Edeligba Senior Dance Ensemble dance exercise and dance techniques virtually through Zoom, mastering new dance choreography that will be premiered virtually to celebrate Older Americans Month. Each dance participant will be interviewed about their experience during this project.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Fifty Dollars (\$4550)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports



The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.



- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Theresa Howard**  
**326 Nelson Street SW**  
**Unit 302**  
**Atlanta GA 30313**

**Attn: Theresa Howard**

With a copy to:                      **326 Nelson Street SW**  
**Unit 302**  
**Atlanta GA 30313**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Theresa Howard** from FCAC:



Address: **Theresa Howard**  
**326 Nelson Street SW , Unit 302**  
**Atlanta GA 30313**

Telephone: **404-093-1386**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Tokie Taylor

Tokie Taylor

14924E040BA54E3...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Cheryl Ringer

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Please select RCS or RM  
from the checkbox.

☒

RCS

RM

ATTEST:



Name of Notary Michelle

Bowman

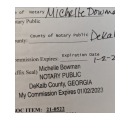
Notary Public

County of Notary Public  
County: DeKalb

Commission Expires: Expiration 1-2-23 Date

(Affix Seal)

DocuSigned by:



**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

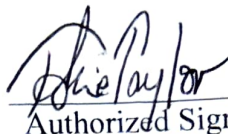
REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

[CONTRACTOR]



Tokie Taylor

Authorized Signature

Please select Notary from the  
checkbox.

X Notary



ATTEST:

ATTEST:

Tonya R. Grier  
Clerk to the Commission  
  
(Affix County Seal)

Name of Notary

Notary Public

County: \_\_\_\_\_

County of Notary Public

DeKalb

Commission Expires: \_\_\_\_\_

Expiration Date

1-2-23

(Affix Seal) Michelle Bowman

NOTARY PUBLIC

DeKalb County, GEORGIA

My Commission Expires 01/02/2023

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted  
electronically and electronic signatures shall be  
deemed original signatures for purposes of this  
Agreement with such scanned and electronic  
signatures having the same legal effect as  
original signatures."

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Tokie Taylor )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
 Tokie Taylor  
 14924E019BA54E3...

---

Signature of Authorized Official

09/22/2021

---

Date

---

Signature of Authorized Official

---

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Tokie Taylor***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Tokie Taylor** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**An exhibition focusing on children from the diaspora. The work empowers those taking in the imagery, leading the viewer through a journey of connection with spiritual, cultural, and material practice that has and c the narrative that the history of africans were erased and only began with slavery.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Twenty Four Dollars (\$4524)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022.** Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.



## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                            **Tokie Taylor**  
     **656 ATWOOD ST SW**  
     **Atlanta GA 30310**

**Attn: Tokie Taylor**

With a copy to:                        **656 ATWOOD ST SW**  
     **Atlanta GA 30310**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

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#### **XVII. WAIVER OF BREACH**

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

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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Tokie Taylor** from FCAC:

Address: **Tokie Taylor**  
**656 ATWOOD ST SW**  
**Atlanta GA 30310**

Telephone: **770-256-2011**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

DocuSigned by:

*Okwae Miller*

Okwae A. Miller

7CA48A476BD9459...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Ariel Rachel Jones

Notary Public

(Affix County Seal)

DocuSigned by:



Fulton County  
County: \_\_\_\_\_

Commission Expires: July 14, 2025

Cheryl Ringer

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

E6C34E63F54F407...

Office of the County Attorney

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Pease select RCS or RM  
from the checkbox.

☒ RCS

RM

ITEM#: xxx RCS: xxx

ITEM#: \_\_\_\_\_ RM: \_\_\_\_\_

RECESS MEETING

REGULAR MEETING

-  
Rachael  
678-427-1518  
rachael.jones@gmail.com

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Okwae A. Miller )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
OKWAE MILLER  
 7CA48A476BD9459  
 Signature of Authorized Official

09/22/2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Okwae Miller***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Okwae Miller** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present rare.black.roses a choreographic film and examining the link of black identity and struggles of love between black men across the spectrum of sexuality.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Five Hundred Fifty Dollars (\$4550)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.



## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

#### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic, or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Okwae Miller**  
**180 Jackson Street NE , #7310**  
**Atlanta GA**  
**30312**

**Attn: Okwae Miller**

With a copy to:                      **180 Jackson Street NE , #7310**  
**Atlanta GA**  
**30312**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**



The contract period for this Contract for Services is **January 1, 2021, to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Okwae Miller** from FCAC:

Address: **Okwae Miller**  
**180 Jackson Street NE , #7310**  
**Atlanta GA**  
**30312**

Telephone: **917-250-1422**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Name  
Atlanta Freedom  
Bands  
Title  
President

DocuSigned by:

*Brandon M. Gray*

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Clifton Norris* Development Director

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Brandon M. Gray</u> ),	( <u>President</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Brandon M. Gray

B449C537912040D

Signature of Authorized Official

10/7/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Atlanta Freedom Bands***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Atlanta Freedom Bands**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**Atlanta Freedom Bands will present a series of three wind band concerts:**

**March 27, 2021 - "Voices of Equality" - Virtual**

**Music from a wide range of composers commemorating important themes in our struggle to create a more perfect union.**

**"Together Again" at Grant Park, Atlanta**

**Featuring all of AFB's performing ensembles in their first live, outdoor concert since the beginning of the pandemic.**

**"Happy Holidays--All of Them!" at Church at Ponce and Highland**

**AFB celebrates all the holidays we couldn't share together with music from all seasons. We will also offer a special memorial selection.**

**The concerts will include AFB's Student Composer Residency program. AFB will invite a local student composer to provide a work to be performed for each concert.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Dollars \$4,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified**



dates, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
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Contractor:	<b>Atlanta Freedom Bands</b>
-------------	------------------------------



**Attn: Cliff Norris**

With a copy to:

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Atlanta Freedom Bands** from FCAC:

Address: **Atlanta Freedom Bands**

Telephone:

## **CONTRACT FOR SERVICE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

# FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# [CONTRACTOR]

Name Deborah Barber

DocuSigned by:

Deborah Barber

Title

Executive Director - The Youth Center

Authorized Signature

Please select Attest or Notary from the checkbox.

Attest

ATTEST:

x

Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier  
Clerk to the Commission

Name of Notary Public Ronka R. Campbell

Notary Public

(Affix County Seal)



County of Notary

County: Public Dekalb

Commission Expires: 6/8/25

Commission

Expire Date

DocuSigned by:

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

x

RCS

x

RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/21

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Deborah Barber )	( Executive Director )
Name(s)	Title(s)
( )	( )
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Deborah Barber - Executive Director - The Youth Ensemble of Atlanta*

Signature of Authorized Official

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Youth Ensemble of Atlanta***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Youth Ensemble of Atlanta**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present the Performance Workshop Training Program including: 1. Year-round Saturday morning arts classes, taught by seasoned professionals, in music, dance, and drama at no charge to ensemble members. 2. Development and production of original musical dramas that address the issues affecting our communities. 3. Saturday Arts Classes (SAC), a low-cost program for youth who are not yet ready for the professional ensemble but who demonstrate a passion for the arts.**



## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Ten Thousand Eight Hundred Dollars \$10,800**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.



## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Youth Ensemble of Atlanta**  
     **9 Gammon Avenue**  
     **Atlanta, GA**  
     **30315**

**Attn:**

With a copy to:

**9 Gammon Avenue**  
**30315**  
**30315**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Youth Ensemble of Atlanta** from FCAC:

Address:                   **Youth Ensemble of Atlanta**  
                                 **9 Gammon Avenue**  
                                 **Atlanta,GA \_\_\_\_\_ 30315**


Telephone:               **404-652-0515**



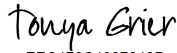
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the  
checkbox

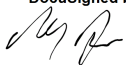
X RCS

X RM

ITEM#: <u>xxx</u> RCS: <u>xxx</u>	ITEM#: <u>21-0522</u> RM: <u>8/4/2021</u>
RECESS MEETING	REGULAR MEETING


## [CONTRACTOR]

Pianos for Peace

DocuSigned by:  
  
 B05E013DBA70415...  
 Michael D. Hobbs  
 Authorized Signature  
 Please select Attest or Notary from  
the checkbox.

X Attest

ATTEST: Notary

DocuSigned by:  
  
 C91393A3026242A...  
 Michael D. Hobbs  
 Second Authorized Signature

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Malek Jandali (_____ Name(s)	Executive Director (_____ Title(s)
(_____ Name(s)	(_____ Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:



Signature of Authorized Official

9/15/2021

Date

Signature of Authorized Official

Date



# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Pianos for Peace***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Pianos for Peace**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present the annual Pianos for Peace Festival from September 17 to October 3, 2021 with locations throughout Fulton County and Metro Atlanta. Locations to include MARTA stations, Hartsfield-Jackson International Airport, Atlanta Beltline, among others. - To engage local artists and musicians in our Healing Arts programs through virtual visits and bedside performances to nursing homes, and community centers coping with the COVID-19 global pandemic. -To develop and implement a virtual arts education curriculum in partnership with Atlanta Public Schools system to serve students in need and schools in underserved**

**communities. -To donate 50 Pianos for Peace to schools in need in collaboration with Atlanta Public Schools, Fulton County and Cobb County Schools Systems.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eleven Thousand Five Hundred Dollars, \$11,500**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it



shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Pianos for Peace</b>
-------------	-------------------------

**1795 Peachtree Road NE**  
**Atlanta, GA**  
**30309**  
**Attn:**

With a copy to:

**1795 Peachtree Road NE**  
**30309**  
**30309**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Pianos for Peace** from FCAC:

Address: **Pianos for Peace**  
**1795 Peachtree Road NE**  
**Atlanta,GA \_\_\_\_\_ 30309**

Telephone: **404-953-9121**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

Please select RCS or RM from the  
checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021

REGULAR MEETING

## [CONTRACTOR]

Name: Stephanie  
Dowda DeMer

DocuSigned by:

*Stephanie Dowda DeMer* Title: Executive  
Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

X Attest

ATTEST:

Notary

DocuSigned by:

*Mary Stanley*

Mary Stanley  
ACP Board President

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Stephanie Dowda DeMer</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Stephanie Dowda DeMer*

09/17/2021

Signature of Authorized Official

Date

Signature of Authorized Official

Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Atlanta Celebrates Photography***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Atlanta Celebrates Photography**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To "professional development" virtual wkshp, portfolio review June '21, over 70 artists. To present 22nd annual ACPfest Fall 2021. ACPfest featured + community programs for the largest annual photofest in USA. Featured: Lecture Series: ( Oct.5 w/ AK Burns at GSU and Oct. 12 SCADFASH), Spotlight on Local Talent: (at least 1, Oct. date, loc. TBD); Public Art: "The Phoenix" (installed at the pocket park at 10th st. and Peachtree St, launch mid-Oct), and "We, Women", (ten. Beltline opens Oct '21); ACP Open Exhibition: (Oct 1 launch, open-to-all online exhib. Teachers, students, adults, seniors, Prizes in 9 categories). Special Exhibitions &**

**Programs: "Picturing Justice" annual exhib. w/ Atlanta Legal Aid, and ACP Family Photo Walk at 3 Atl parks held on Sundays in Oct.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **(Twenty-Thousand Dollars, \$20,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.



Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Atlanta Celebrates Photography</b>
-------------	---------------------------------------

**1039 Grant St. Suite A24-103**  
**Atlanta, GA**  
**30315**  
**Attn:**

With a copy to:

**1039 Grant St. Suite A24-103**  
**Atlanta, GA**  
**30315**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Atlanta Celebrates Photography** from FCAC:

Address: **Atlanta Celebrates Photography**  
**1039 Grant St. Suite A24 - 103**  
**Atlanta,GA \_\_\_\_\_ 30315**

Telephone: **404-634-8664**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Autrey Mill Nature  
Preserve  
Association  
Executive Director

DocuSigned by:

*Lyndsay (Ligen) Hayes*

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Lara P. Maltby*

Lara P. Maltby  
Board President

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 8/4/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Lyndsay (Lizen) Hayes</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Lyndsay (Lizen) Hayes

Signature of Authorized Official

9/14/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Autrey Mill Nature Preserve***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Autrey Mill Nature Preserve**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**Open Farm Museum and structured tours for 36 Take-a-Peek Tuesdays from January to May and again from September-December two hours each for a total of 72 hours of programming. - Open Farm Museum and provide tours for 36 Sneak-a-Peek Saturdays from January to May and again from September-December two hours each for a total of 72 hours of programming. - To provide 16 two-hour After School Crafts from the Past classes for kids aged 5-11 with a limit of 10 participants for each class. From January to May and again from September-December for a total of 32 hours of programming. -To provide 14 Sunday Socials for all ages**

**demonstrating and teaching crafts from the past. Sundays from January to May and again from September-December two hours each for a total of 28 hours of programming.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Three Thousand Dollars, \$3,000**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's



support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Autrey Mill Nature Preserve</b>
-------------	------------------------------------

**9770 Autrey Mill Road  
Johns Creek, GA**

**Attn: Lizen Hayes**

With a copy to:

**9770 Autrey Mill Road**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Autrey Mill Nature Preserve** from FCAC:

Address: **Autrey Mill Nature Preserve**  
**9770 Autrey Mill Road**  
**Johns Creek,GA \_\_\_\_\_** ,

Telephone: **678-366-3511**






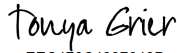
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

X RCS

X RM

ITEM#: XXX RCS: XXX

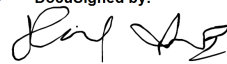
RECESS MEETING

ITEM#: 21-0522 RM: 08/04/2021


REGULAR MEETING

## [CONTRACTOR]

Restore Life Inc.

DocuSigned by:  
  
 111A4A3D3B8E431...  
 CEO  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

ATTEST: X Attest  
 Notary

DocuSigned by:  
  
 801D88D1F2FD47C...  
 Cynthia Ellison,  
 Executive Assistant  
 Second Authorized Signature DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

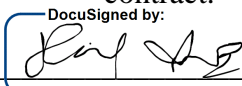
Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( Daniel Iverson IV )	( CEO )
Name(s)	Title(s)
( )	( )
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  


Signature of Authorized Official

10/11/2021

Date

Signature of Authorized Official

Date

## **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Restore Life***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Restore Life**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

### **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To expose students to excellence in professional environments with industry-leading mentors/artists who are including mentees in their week by week recording sessions, performances, community engagement and events.**

**Training opportunities include:**

- 1. AV production technology of our day**
- 2. Instruction and hands-on training in audio recording and engineering (Midi, Garageband, Logic, FL Studio, Pro Tools, Studio 1, Reason, etc.)**

3. Instruction and hands-on training in video recording and editing (HD Video recording, iMovie, Final Cut pro, Adobe Premier etc.)
4. Instruction and hands-on training in Photography and graphics design (Photoshoots, Adobe Photoshop/illustrator, Light Room etc.)
5. Instruction and hands-on training in web media (Website and blog creation, social media, app development, etc.)<sup>12</sup>

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Dollars (\$8,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.



- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Restore Life</b>
-------------	---------------------

**PO Box 94863**  
**Atlanta, GA**  
**30377**  
**Attn: Tiffany Pennick**

With a copy to:

**PO Box 94863**  
**30377**  
**30377**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Restore Life** from FCAC:



Address: **Restore Life**  
**PO Box 94863**  
**Atlanta,GA \_\_\_\_\_ 30377**

Telephone: **404-704-0718**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signer.

# **FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

# **[CONTRACTOR]**

Name

DocuSigned by:

*Tim Young*

Title

Authorized Signature

Please select Attest or Notary from the checkbox.

Attest

ATTEST:

x

Notary

ATTEST:

Second Authorized Signature

Affix Corporate Seal

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Sharee Steed

Notary Public

(Affix County Seal)



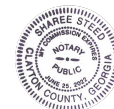
Clayton County

County: \_\_\_\_\_

Commission Expires: 06/25/2022

DocuSigned by:

(Affix Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

x

RCS

x

RM

ITEM#: xxx RCS: xxx

ITEM#: 21-0522 RM: 08/04/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

Tim Young	City Manager
( _____ ),	( _____ ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

*Tim Young*

Signature of Authorized Official

10/19/2021

Date

Signature of Authorized Official

Date



# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *City of Hapeville***

THIS CONTRACT FOR SERVICES made and entered into on this   1   day of   January  , 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **City of Hapeville** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present authentic Hispanic and Latin American art through art exhibitions, Latinx film, and Latinx live music over the course of two days. Event will be held October 30-31, 2021. To offer a series of family friendly art workshops leading up to Día de los Muertos. Workshops will be facilitated by art and cultural professionals in September and October 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Eight Thousand Dollars (\$8,000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.



The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

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Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

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The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, if applicable, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture
	Fulton County Arts & Culture
	141 Pryor Street SW, Suite 2030
	Atlanta, GA 30303

Contractor: **City of Hapeville**  
**3468 North Fulton Avenue**  
**Hapeville, GA**  
**30354**  
**Attn: Bianca Howard**

With a copy to: **3468 North Fulton Avenue**  
**Hapeville, GA**  
**30354**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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



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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **The City of Hapeville** from FCAC:

**To present authentic Hispanic and Latin American art through art exhibitions, Latinx film, and Latinx live music over the course of two days. Event will be held October 30-31, 2021.**  
**To offer a series of family friendly art workshops leading up to Día de los Muertos. Workshops will be facilitated by art and cultural professionals in September and October 2021.**

Address: **City of Hapeville**  
**3468 North Fulton Avenue**  
**Hapeville, GA \_\_\_\_\_ 30354**

Telephone: **404-669-8269**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

## FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

DocuSigned by:

Chloe Alexander

chloe Alexander

E2D553E824D6424...

Authorized Signature

Please select Notary from the checkbox.

☒ Notary

ATTEST:

ATTEST:



DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier  
Clerk to the Commission

Valisia Lippitt

Notary Public

(Affix County Seal)

DocuSigned by:



County: Fulton

Commission Expires: 02 January 2022

Cheryl Ringer

(Affix Seal) DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

E6C34E63F54F407...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Manuel

E41CE12C05E74A9...

Director, Fulton County Art Department

David Manuel

Please select RCS or RM  
from the checkbox.

RCS

☒ RM

### BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

ITEM#: \_\_\_\_\_ RCS: \_\_\_\_\_

ITEM#: 210-0522 RM: 08/04/21

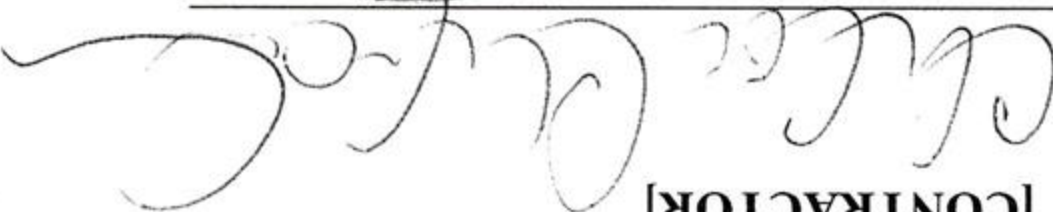
RECESS MEETING

REGULAR MEETING

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

[CONTRACTOR]



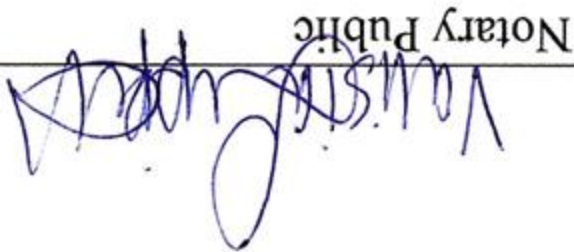
Authorized Signature

Please select Notary from the  
checkbox.

Notary



ATTEST:

  
Notary Public

County: Fulton

Commission Expires



(Affix Seal)

BOC ITEM: 21-0527  
APPROVED August 4, 2021  
Documents executed, scanned and transmitted  
electronically and electronic signatures shall be  
deemed original signatures for purposes of this  
Agreement with such scanned and electronic  
signatures having the same legal effect as  
original signatures.

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

ITEM#:

RCS:

ITEM#:

RM:

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( CHLOE ALEXANDER )  
 Name

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
 Chloe Alexander

Signature of Authorized Official

09/23/2021

Date

Signature of Authorized Official

Date

**CONTRACT FOR SERVICE AGREEMENT  
BETWEEN FULTON COUNTY, GEORGIA AND  
*Chloe Alexander***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Chloe Alexander** (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

**WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

**I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a virtual solo exhibition that includes a handmade, illustrated 20-page book; up to 15 hand-pulled, mixed media prints; and a virtual artist talk and workshop. The proposed workshop would be on book arts and printmaking techniques.**



## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Two Thousand Five Hundred Twenty Dollars (\$2520)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

## 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## 2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of

execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

## **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.

- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

- 1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
- 2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
- 3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

### **E. Communication with the Commission**

#### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

#### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

### **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.



In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Chloe Alexander**  
**189 Arnold St**  
**Hapeville GA 30354**

**Attn: Chloe Alexander**

With a copy to:                      **189 Arnold St**  
**Hapeville GA 30354**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021, to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract

period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Chloe Alexander** from FCAC:

Address: **Chloe Alexander  
189 Arnold St  
Hapeville GA 30354**


Telephone: **404-406-3450**



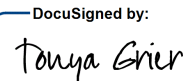
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

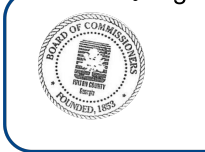
**FULTON COUNTY, GEORGIA**

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC476C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission


(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx


RECESS MEETING

ITEM#: 2021-0522 RM: 8/4/2021

REGULAR MEETING

**[CONTRACTOR]**

Stacey Sharer

DocuSigned by:  
  
 47D1F2E3D9914F5...  
 Managing Director  
 Authorized Signature  
 Please select Attest or Notary from the checkbox.

X Attest

ATTEST: Notary

DocuSigned by:  
  
 5988285BD3C74AB...  
 Matthew Terrell,  
 Communication Director  
 Second Authorized Signature DocuSigned by:

Affix Corporate Seal



ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Stacey Sharer</u> ),	( <u>Managing Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Stacey Sharer

47D1F2E3D9914F5

Signature of Authorized Official

09/13/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date



# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Dad's Garage***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Dad's Garage**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present scripted and improvised shows (January-December), special events, High School Outreach available for free statewide (January-December), and improv and acting workshops (January-December).**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty One Thousand Six Hundred Dollars \$21,600** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

#### 3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all

communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the

ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

## **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

## **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

## **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

## **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

## **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

## **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social ancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.



## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                           **Dad's Garage**  
     **569 Ezzard Street SE**  
     **Atlanta, GA**  
     **30312**

**Attn: Grace Madden**

With a copy to:

**569 Ezzard Street SE**  
**30312**  
**30312**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Dad's Garage** from FCAC:

Address:               **Dad's Garage**  
                             **569 Ezzard Street SE**  
                             **Atlanta,GA \_\_\_\_\_ 30312**


Telephone:           **404-523-3141**



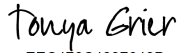
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

ATTEST:

DocuSigned by:  
  
 EEC470C4837048D...  
 Tonya R. Grier  
 Clerk to the Commission

(Affix County Seal)  
 DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 Director, Fulton County Art Department

Please select RCS or RM from the  
 checkbox

X RCS

X RM

ITEM#: xxx RCS: xxx


RECESS MEETING

ITEM#: 2021-0522 RM: 08/04/2021


REGULAR MEETING

**[CONTRACTOR]**

Parrish Graham

DocuSigned by:  
  
 7291D8F7D15A472...  
 Authorized Signature  
 Please select Attest or Notary from  
 the checkbox.

ATTEST: ☒ Attest  
☐ Notary

DocuSigned by:  
  
 7291D8F7D15A472...  
 Lauren Gee  
 Director  
 Second Authorized Signature DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."



**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Parrish Graham</u> ),	( <u>Secretary</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Parrish Graham

739106F7B15A472

Signature of Authorized Official

09/23/2021

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Harvest Rain Early Learning Academy***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Harvest Rain Early Learning Academy**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To provide the following art services:**

- 1) Music & Dance Workshops for children ages 3-4 years from April 2021 to December 2021 at Harvest Rain Academy.**
- 2) Music and Dance Workshops for youth ages 5-13 years at Harvest Rain Academy from September 2021 to December 2021.**
- 3) Theatre workshops for youth 7-13 years, at Harvest Rain Academy for October 2021-December 2021**
- 4) Art workshop during the months of October to December 2021.**

**5) Virtual Outreach performances will be presented the the New Beginnings Senior Center in December 2021; Fairburn Nursing Home in December 2021; & Harvest Rain Church in December 2021.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Six Thousand Four Hundred Dollars (\$6,400)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.



Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                              **Harvest Rain Early Learning Academy**

**51 Senoia Road**  
**Fairburn, GA**  
**30213**  
**Attn: Tanya Kyvonnee Franco**

With a copy to:

**51 Senoia Road**  
**30213**  
**30213**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Harvest Rain Early Learning Academy** from FCAC:

Address: **Harvest Rain Early Learning Academy**  
**51 Senoia Road**  
**Fairburn,GA \_\_\_\_\_ 30213**

Telephone: **770-969-2040**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second signatory.

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

Kathy Garrou

DocuSigned by:

*Kathy Garrou - Executive Director - Atlanta Private*

Authorized Signature

Please select Attest or Notary from the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Natasha Chambliss*

Second Authorized Signature

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 2021-0522 RM: 8/4/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Kathy Garrou</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( <u>Natassha R. Chambliss</u> ),	( <u>Board Chair</u> ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

<p><small>DocuSigned by:</small>  <u>Kathy Garrou - Executive Director - Atlanta Printmakers Studio</u>  <small>87F530E8D130492</small>  Signature of Authorized Official</p>	<p><u>9-16-21</u>  Date</p>
<p><small>DocuSigned by:</small>  <u>Natassha Chambliss</u>  <small>C91676D35B0849F...</small>  Signature of Authorized Official</p>	<p><u>12/20/21</u>  Date</p>

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Atlanta Printmakers Studio***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Atlanta Printmakers Studio**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To provide a fine art community printmaking studio in Fulton County. Programs include studio rental options at a variety of levels; classes/workshops covering a range of techniques for the beginner to the professional; scholarship, internships, and residency opportunities; and free or low-cost field trips. To offset the limitations of social distancing due to COVID, APS will be offering virtual classes/workshops, artist talks, and events. Free outreach educational programs for youth and adult at community festivals and art centers in Fulton County. A minimum of**

**two art exhibitions that will give members opportunities to exhibit their work in exhibition venues throughout the community.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Ten Thousand Four Dollars 10400**) from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.

- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's



support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social ncing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:	Director of Arts & Culture Fulton County Arts & Culture 141 Pryor Street SW, Suite 2030 Atlanta, GA 30303
----------------	--

Contractor:	<b>Atlanta Printmakers Studio</b>
-------------	-----------------------------------

**680 Murphy Ave SW #6007**  
**Atlanta, GA**  
**30310**  
**Attn:**

With a copy to:

**680 Murphy Ave SW #6007**  
**30310**  
**30310**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Atlanta Printmakers Studio** from FCAC:

Address: **Atlanta Printmakers Studio**  
**680 Murphy Ave SW #6007**  
**Atlanta,GA \_\_\_\_\_ 30310**

Telephone: **404-316-6863**





IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

Please select RCS or RM from the  
checkbox

X

RCS

X

RM

ITEM#: xxx RCS: xxx

RECESS MEETING

ITEM#: 2021-0522 RM: 8/4/2021

REGULAR MEETING

## [CONTRACTOR]

AIR Serenbe, South  
Fulton Institute

DocuSigned by:

*Jennifer Bauer-Lyons*

Authorized Signature

Jennifer  
Bauer-Lyons,  
Executive Director

Please select Attest or Notary from  
the checkbox.

X

Attest

ATTEST:

Notary

DocuSigned by:

*Michael Bettis*

Second Authorized Signature

Michael Bettis,  
Programming Director

DocuSigned by:

Affix Corporate Seal

ATTEST:



Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

## BOC ITEM: 21-0522

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Jennifer Bauer-Lyons</u> ),	( <u>Executive Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Jennifer Bauer-Lyons  
 856B4E9DA2A140F  
 Signature of Authorized Official

1/12/2022  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *AIR Serenbe, South Fulton Institute***

THIS CONTRACT FOR SERVICES made and entered into on this 1<sup>st</sup> day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **AIR Serenbe, South Fulton Institute**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To highlight the SWACC! Focus Fellowship Residency where current and alumni Fellows are brought in partnership with arts and culture organizations in Fulton County, invested in the work of Fulton County. SWACC stands for Spoken Word Artist with a commitment to Collaboration and Community. These artists will be utilized in teaching and education capacities, and showcased by a documentary film made by an Atlanta-based filmmaker which will also be part of AIR Serenbe's FILMER program to be first premiered in Fulton County;**

**FILMER is a series of original short films by Georgia filmmakers inviting you into the world of AIR Serenbe artists. Filming will occur by December 2021.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Seven Thousand Twenty Five Dollars \$7,025** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installments, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### **3. Eligibility for Future Funding Cycles**

Contractor shall not be eligible for future funding cycles, unless Contractor comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of

the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**

### **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the updated Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

#### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.



- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's

support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it

shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and

signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                            **AIR Serenbe, South Fulton Institute**

**10455 Atlanta Newnan Rd  
Chattahoochee Hills, GA  
30268  
Attn: Michael Bettis**

With a copy to:

**10455 Atlanta Newnan Rd  
Chattahoochee Hills, GA 30268**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **AIR Serenbe, South Fulton Institute** from FCAC:



Address:                   **AIR Serenbe, South Fulton Institute**  
                                 **10455 Atlanta Newnan Rd**  
                                 **Chattahoochee Hills,GA\_\_\_\_\_30268**

Telephone:               **770-463-1110**



IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

## FULTON COUNTY, GEORGIA

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

## [CONTRACTOR]

The Actor's  
Express, Inc.

DocuSigned by:

*Alexander Scollon*

Managing Director

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Natalie Holly-Purvian*

Development Director

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 2021-0522 RM: 8/4/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Alexander Scollon</u> ),	( <u>Managing Director</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:  
Alexander Scollon  
 294756ED53F74DE  
 Signature of Authorized Official

9/17/2021  
 Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Actor's Express***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Actor's Express**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ("Arts Council") was created by the Fulton County Board of Commissioners ("BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

### **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**To present a mainstage season of six theatrical productions, a festival of new plays and offer a professional development program for emerging artists. In addition to its traditional work the theatre will produce a podcast play and develop new plays during the remaining shutdown due to COVID-19. All activities will take place at Actor's Express or online from January to December 2021.**

## II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Sixteen Thousand Dollars (\$16000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### 1. Payment

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### 2. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

### B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

#### 1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

## **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

#### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

#### **D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

## **IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS**



## **A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

### **1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
  - (1) Contractors receiving less than \$20,000 must use the following credit line:  
  
*"Funding for this program is provided by the Fulton County Board of Commissioners."*
  - (2) Contractors receiving \$20,000 or more must use the following credit line:  
  
*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

### **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in

Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.

3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

#### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

#### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

#### **E. Communication with the Commission**

##### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

##### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

#### **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

#### **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

### **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

### **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

### **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
Fulton County Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, GA 30303

Contractor:                      **Actor's Express**  
**887 West Marietta Street NW, J-107**  
**Atlanta, GA 30318**

**Attn: Precious**

**West**

With a copy to:

**887 West Marietta Street NW**  
**J-107**  
**Atlanta GA 30318**

### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

THIS SPACE INTENTIONALLY LEFT BLANK



EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Actor's Express** from FCAC:

Address:               **Actor's Express**  
                             **887 West Marietta Street NW**  
                             **J-107**  
                             **Atlanta, GA 30318**

Telephone:           **404-875-1606**

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Contractors can not sign the contract until all instructions for attesting or notarization are completed by the second sign

**FULTON COUNTY, GEORGIA**

DocuSigned by:

*Robert L. Pitts*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

**[CONTRACTOR]**

Atlanta Freedom  
Bands

DocuSigned by:

*Brandon M. Gray* Brandon M. Gray  
President

Authorized Signature

Please select Attest or Notary from  
the checkbox.

☒ Attest

ATTEST:

☐ Notary

DocuSigned by:

*Clifton Norris* Development Director

Second Authorized Signature

DocuSigned by:

Affix Corporate Seal



ATTEST:

ATTEST:

DocuSigned by:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

Notary Public

(Affix County Seal)



County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Seal)

APPROVED AS TO FORM:

DocuSigned by:

*Cheryl Ringer*

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*David Manuel*

Director, Fulton County Art Department

**BOC ITEM: 21-0522**

APPROVED August 4, 2021

Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures."

Please select RCS or RM from the  
checkbox

☒ RCS

☐ RM

ITEM#: xxx RCS: xxx

ITEM#: 2021-0522 RM: 8/4/2021

RECESS MEETING

REGULAR MEETING

**EXHIBIT B**  
**FULTON COUNTY DEPARTMENT OF ARTS & CULTURE**  
**STATEMENT OF NON-DISCRIMINATION**

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC:

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

( <u>Brandon M. Gray</u> ),	( <u>President</u> ),
Name(s)	Title(s)
( _____ ),	( _____ ),
Name(s)	Title(s)

**CONTRACTOR NAME:**

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

DocuSigned by:

Brandon M. Gray

B449C537912040D

Signature of Authorized Official

10/3/21

Date

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Date

# **CONTRACT FOR SERVICE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Atlanta Freedom Bands***

THIS CONTRACT FOR SERVICES made and entered into on this 1 day of January, 2021, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "County") and **Atlanta Freedom Bands**, (hereinafter referred to as "Contractor"), authorized to transact business in the State of Georgia.

## **WITNESSETH**

**WHEREAS**, the Fulton County Arts Council ( "Arts Council") was created by the Fulton County Board of Commissioners ( "BOC") on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

**WHEREAS**, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC"), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

**NOW, THEREFORE**, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

## **I. SCOPE OF SERVICES**

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with. FCAC Guidelines (which is incorporated by references as if fully set forth herein). Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services:

**Atlanta Freedom Bands will present a series of three wind band concerts:**

**1. March 27, 2021 - "Voices of Equality" - Virtual**  
**Music from a wide range of composers commemorating important themes in our struggle to create a more perfect union.**

**2. June 19, 2021 - "Together Again" at Grant Park, Atlanta**

**Featuring all of AFB's performing ensembles in their first live, outdoor concert since the beginning of the pandemic.**

**3. December 18, 2021 - "Happy Holidays--All of Them!" at Church at Ponce and Highland.**

**4. AFB celebrates all the holidays we couldn't share together with music from all seasons. We will also offer a special memorial selection. The concerts will include AFB's Student Composer Residency program. AFB will invite a local student composer to provide a work to be performed for each concert.**

## **II. INDEPENDENT CONTRACTOR**

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

## **III. PAYMENT AND REPORTING REQUIREMENTS**

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Four Thousand Dollars (\$4000)** from funds approved and allocated to FCAC's fiscal budgets for 2021. Payment of the contract amount is subject to budget appropriations for 2021 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

### **A. Payment Schedule**

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

#### **1. Payment**

Contractor may request payment for one hundred percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the contract as described in paragraph III (D) below.

#### **2. Eligibility for Future Funding Cycles**

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of

any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds. paragraphs III (B)(2) and III (D) of this contract. Payment shall be issued upon the approval of the Final Report.

## **B. Required Reports**

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

### **1. Progress Report**

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2021.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

### **2. Final Report**

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2022**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and

- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

### **3. Recognition Strategy for Organizations Receiving \$50,000 or More**

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **September 15, 2021**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

### **4. Contract Compliance**

The County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

### **C. Failure to Submit Reports**

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.



**D. Request for Payment**

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for 100% of the payment for the contract award.

**IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS****A. Logo and Credit Requirements**

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats for the contracted services described in Paragraph I above.

**1. Logo and Credit Line Usage**

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2021, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

- (1) Contractors receiving less than \$20,000 must use the following credit line:

*"Funding for this program is provided by the Fulton County Board of Commissioners."*

- (2) Contractors receiving \$20,000 or more must use the following credit line:

*"Major funding for this organization is provided by the Fulton County Board of Commissioners."*

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

## **2. Fulton County Support Recognition**

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

### **3. Verbal Acknowledgment**

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

#### **B. Recognition Requirements for Contractors Receiving \$50,000 or More**

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

#### **C. Evidence of Recognition**

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

#### **D. Publications and Promotional Materials**

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their

individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

## **E. Communication with the Commission**

### **1. Letters to the Commissioners**

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 24, 2021**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10<sup>th</sup> Floor, Atlanta, GA 30303.

### **2. Invitations and other Regular Mailings**

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

## **F. Attendance at Fulton County Events**

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

## **G. COVID -19 -Health and Facility Safety Practice of Social Distancing**

Contractor agrees to follow the CDC and County Guidelines for maintaining facilities and instituting social distancing safe practices to decrease the potential for spreading the disease when offering public programs.

## **V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE**

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national

origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

## **VI. WARRANTIES AND REPRESENTATION**

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

## **VII. PURPOSE**

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

## **VIII. LIABILITY AND INDEMNIFICATION**

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

## **IX. LOCATION OF SERVICES**

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

## **X. MODIFICATION**

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

## **XI. TERMINATION**

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

## **XII. DEFAULT**

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2021, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2022, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

## **XIII. NOTICE**

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County:                      Director of Arts & Culture  
     Fulton County Arts & Culture  
     141 Pryor Street SW, Suite 2030  
     Atlanta, GA 30303

Contractor:                          **Atlanta Freedom Bands**  
     **1579-F Monroe Dr. #173**  
     **Atlanta, GA 30324**

**Attn: Cliff Norris**

With a copy to:

**1579-F Monroe Dr. #173  
Atlanta, GA 30324**

#### **XIV. GOVERNING LAW**

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

#### **XV. DURATION/CONTRACT PERIOD**

The contract period for this Contract for Services is **January 1, 2021 to December 31, 2021**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2021**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

#### **XVI. SEVERABILITY**

If any provision of this Contract for Services 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.

#### **XVII. WAIVER OF BREACH**

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

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EXHIBIT A  
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE  
CONTRACT CONDITIONS

2021 Contracts for Services Conditions for **Atlanta Freedom Bands** from FCAC:

Address: **Atlanta Freedom Bands  
1579-F Monroe Dr. #173  
Atlanta, GA 30324**

Telephone: **404-784-7512**