



# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** TMP-1053

**Meeting Date:** 8/4/2021

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### Department

Arts and Culture

### Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of (2) contracts: a contract with Hammonds House Museum (HHM) not to exceed \$70,000.00, and a contract with National Black Arts Festival (NBAF) not to exceed \$50,000.00 to provide expanded operational resources, educational and arts-related services to the citizens of Fulton County.

### Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with State of Georgia O.C.G.A. §36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

### Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Arts and Libraries

### Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

### Is this a purchasing item?

No

**Summary & Background** *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

**Scope of Work:** The Department of Arts & Culture requests approval of a contract with Hammonds House Museum (HHM) not to exceed \$70,000 and a contract with National Black Arts Festival (NBAF) not to exceed \$50,000 to provide expanded operational resources, educational and arts-related services to the citizens of Fulton County. This item was presented to the BOC previously and partially approved. The BOC resolved to discuss and review the two contracts listed above at the

following meeting.

The Hammonds House Museum, located in the historic West End area of Fulton County, opened in 1998 in partnership with the Fulton County Arts Council and the private sector. HHM is the former residence of the late Dr. Otis Thrash Hammonds, who was a prominent Atlanta physician and a passionate arts patron. The Museum opened in 1988 to continue Dr. Hammonds' commitment to preserving and celebrating art from the African Diaspora and features a permanent collection of more than 350 works dating from the mid-19th century by artists from America, Africa, and the Caribbean.

HHM yearly calendar of events includes 4-5 visual art exhibitions, artist talks, lectures, workshops, youth art camps, book readings, music concerts, and outreach programming to youth, adults and seniors. HHM resource center contains a valuable repository of printed, photographic, film, and a computer database on African-American artists.

The National Black Arts Festival (NBAF) is a nonprofit organization with a legacy of providing stellar artistic and educational programs in music, dance, film, visual arts, theater and the literary arts. Celebrated within and outside of Atlanta, NBAF is recognized as the oldest multidisciplinary arts organization in the United States focused exclusively on the arts and on artists of African descent. Through its annual Season, world-class performances, commissioned works, visual arts programs and its arts education and public programs, NBAF offers local, national and international audiences experiences that are extraordinary and enriching.

NBAF was founded by the Fulton County Arts Council under the guidance of the Fulton County Board of Commissioners in Atlanta, Georgia, following a study commissioned in 1986 by Michael Lomax, then Chairman of the Fulton County Board of Commissioners. The first NBAF festival was produced in 1988. In 2008, the United States Congress recognized NBAF for its importance to the "cultural fabric of greater Atlanta and all of America." With strong leadership and support from the community, the Season, a centerpiece of NBAF's mission, is an annual showcase of artists of African descent who are creating, innovating and producing extraordinary work. Over its three-decade long history, NBAF has attracted millions of people from the region, across the country and around the world to events and programs that are entertaining, educational and enriching. By featuring artists from the African Diaspora, from the United States, Africa, the Caribbean, Europe and Latin America, NBAF promotes art and culture as vehicles for bringing diverse communities together.

The other centerpiece of NBAF's mission is to identify talent and encourage creativity among young people of African descent. NBAF promotes diversity and success in the arts for people of African descent by working to grow our next generation of artists. Its school-based education programs present the rich history of the arts, and particularly artists of African descent, provide artistic and professional development for public school students, improve their academic success and open pathways to higher education. NBAF also showcases emerging artists to help market their work and advance their careers.

NBAF is a 501 (c) 3 nonprofit organization that is governed by its Board of Directors and supported by the City of Atlanta, the Fulton County Arts Council and by local and national government funders, corporations, foundations, businesses, and individuals.

This Agenda item also authorizes the County Attorney to prepare the necessary Memorandum of Understanding to carry out these purposes, after same is executed by the Chairman.

**Community Impact:** These two partnerships support the enhancement of the quality of life to Fulton County citizens in All Districts. Ensuring Fulton County residents and visitors have access to cultural, artistic, environmental and educational services.

**Department Recommendation:** The Department of Arts & Culture has reviewed and approved the scope of work and funding for the aforementioned entities and submits this contract recommendation for board approval.

**Project Implications:** Ensure community education and participation in arts, education and environmental matters throughout Fulton County.

**Community Issues/Concerns:** No issues/concerns have been raised by constituents or clients concerning the agenda item.

**Department Issues/Concerns:** No department concerns have been identified.

**Contract Modification** (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount			\$.00
1st Renewal			\$.00
2 <sup>nd</sup> Renewal			\$.00
<b>Extension #1</b>			\$.00
Total Revised Amount			\$.00

**Contract & Compliance Information** (*Provide Contractor and Subcontractor details.*)

Click or tap here to enter text.

**Exhibits Attached** (*Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.*)

**Contact Information** (*Type Name, Title, Agency and Phone*)

Click or tap here to enter text.

**Contract Attached**

Yes

**Previous Contracts**

Choose an item.

**Total Contract Value**

Original Approved Amount:  
Previous Adjustments:  
This Request:  
TOTAL:

**Grant Information Summary**

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

**Fiscal Impact / Funding Source**

**Funding Line 1:**

Hammonds House Museum (HHM) - 100-181-1819-1160

**Funding Line 2:**

National Black Arts Festival (NBAF) - 100-181-1810-4104

**Funding Line 3:**

**Funding Line 4:**

**Funding Line 5:**

Key Contract Terms	
Start Date:	End Date:
Cost Adjustment:	Renewal/Extension Terms:

**Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

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**Agenda Item No.:** TMP-1053

**Meeting Date:** 8/4/2021

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Choose an item.

**Report Period Start:**

**Report Period End:**

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**HAMMONDS HOUSE MUSEUM, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as "County"), and HAMMONDS HOUSE MUSEUM, INC., located at 503 Peoples Street, SW Atlanta, GA 30310 (hereinafter referred to as "HHM").

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c) (3) entity; and

**WHEREAS**, HHM, formerly known as Hammonds House Galleries, was established as a 501 (c) (3) not for profit corporation in 1988 and states that it can provide the arts and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of the County's budget for 2021 authorized and designated \$70,000.00 to the HHM to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, HHM guarantees, by and through this contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the Contractor's non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder and shall take place within Fulton County, Georgia.

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

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in the not to exceed amount of **\$70,000.00** to HHM for the operation and management of the current arts and culture programs based at 503 Peeples Street, SW Atlanta, GA 30310. HHM will perform the services in accordance with Attachment “A” of this Contract, "Scope of Work", attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to HHM per the terms and execution of this Contract is not to exceed Seventy Thousand Dollars (**\$70,000.00**).

Such payments shall be made upon execution of this Contract in one-lump sum.

Contractor shall submit all necessary documentation to the Fulton County Department of Arts & Culture as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Director-Arts & Culture within the Department of Arts & Culture. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF AGREEMENT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2021, unless otherwise extended in writing or terminated by the County. HHM shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should HHM not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

HHM further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **3.1 EXTENSION OF DELIVERABLES IN STATEMENT OF WORK**

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Work) of this contract. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **October 1, 2021**, and should detail the reason for the extension request, requested final date for statement of work completion and other pertinent details. The extension granted herein by the Director of FCAC shall not be construed as an amendment of the contract, which can only be

made by a formal amendment approved by the Commission and executed by the Chairman pursuant to Paragraph 14. However, the extension granted herein by the Director of FCAC shall survive the termination or expiration of the contract and the failure of the contractor to provide the deliverables in the time permitted by the extensions shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written notification will also indicate the new anticipated dates for statement of work completion and any related reporting requirements.

#### **4.0 TERMINATION OF AGREEMENT**

##### **4.1 TERMINATION OF AGREEMENT FOR CAUSE**

Either County or HHM may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, HHM will be compensated by the County for expenses deemed by the County to be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

##### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to HHM.

#### **5.0 RECORDS, REPORTS AND AUDITS**

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

reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director –Arts & Culture. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

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

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, HHM shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that HHM should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of HHM without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning this services funded under this Contract, HHM agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

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

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

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

### **12.0 HOLD HARMLESS/ INDEMNIFICATION**

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

### **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

FURTHER, in the event of any material change or modification in HHM's Contract or any contract with any other funding source during the course of this Contract, HHM shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude HHM to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

### **14.0 GOVERNING LAW**

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

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Hammonds House Museum, Inc.**

Attest:

\_\_\_\_\_  
Imara Canady, Board President  
Hammonds House Museum, Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**Fulton County**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chair  
Board of Commissioners

\_\_\_\_\_  
Tonya Grier,  
Interim Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

\_\_\_\_\_  
Office of the County Attorney

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **HAMMONDS HOUSE MUSEUM, INC.**

In consideration of the not to exceed amount of SEVENTY THOUSAND (\$70,000.00) allocated to HHM, HHM agrees to perform services and provide the following program administration and evaluation information:

##### **A. Program Administration and Evaluation**

1. HHM agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. HHM agrees to direct day-to-day supervision of the management of HAMMONDS HOUSE MUSEUM and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. HHM agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. HHM agrees to provide the Department of Arts & Culture with:
  - A. Copy of HHM’s 2021 Work Plan, including program service goals and objectives;
  - B. Schedule of 2021 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2020;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying HHM 501(c) (3) status.
  - F. Copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10<sup>th</sup>) day of each month during the term of this Contract, HHM agrees to provide the Department of Arts & Culture with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2021; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2021 reports are due the following month by the tenth (10<sup>th</sup>) business day
6. Contract funding will be paid out in one disbursement.

## ATTACHMENT "B"

### INSURANCE AND LIABILITY

HHM shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from HHM, Inc. under this Contract.

At a minimum, the above described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$500,000
2.	Property damage (each occurrence and annual aggregate)	\$500,000
3.	Personal injury (each occurrence and annual aggregate)	\$500,000

#### **Automobile Liability**

1.	Bodily injury (each occurrence)	\$500,000
2.	Property damage (each occurrence)	\$100,000

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**NATIONAL BLACK ARTS FESTIVAL**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as "County"), and NATIONAL BLACK ARTS FESTIVAL, located at 235 Peachtree Street, Atlanta, GA 30303 (hereinafter referred to as "NBAF").

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton County; and

**WHEREAS**, Fulton County, through its Department of Arts & Culture, has determined that these services can best be performed by a non-profit, tax exempt 501(c) (3) entity; and

**WHEREAS**, NBAF is a non-profit, tax exempt 501(c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of the County's budget for 2021 authorized and designated \$50,000.00 to the NBAF to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, NBAF shall expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder and such activities shall take place within the County.

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

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in the not to exceed amount of **\$50,000.00** to NBAF to provide expanded operational resources for programs and activities related to Fulton County.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

Funding for the services and work described in Section 1.0 herein, and in Attachment “A” shall be as follows: The total amount payable to NBAF per the terms and execution of this Contract is not to exceed Fifty Thousand Dollars (**\$50,000.00**).

Such payments shall be made upon execution of this Contract in one-lump sum.

Contractor shall submit all necessary documentation to the Fulton County Department of Arts & Culture as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Director-Arts & Culture within the Department of Arts & Culture. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF AGREEMENT**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2021, unless otherwise extended in writing or terminated by the County. NBAF shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment “A” of this Contract. However, unless good cause is shown, should NBAF not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

NBAF further agrees to maintain for the life of this Contract such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment “B.”

## **3.1 EXTENSION OF DELIVERABLES IN STATEMENT OF WORK**

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Work) of this contract. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **October 1, 2021**, and should detail the reason for the extension request, requested final date for statement of work completion and other pertinent details. The extension granted herein by the Director of FCAC shall not be construed as an amendment of the contract, which can only be

made by a formal amendment approved by the Commission and executed by the Chairman pursuant to Paragraph 14. However, the extension granted herein by the Director of FCAC shall survive the termination or expiration of the contract and the failure of the contractor to provide the deliverables in the time permitted by the extensions shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written notification will also indicate the new anticipated dates for statement of work completion and any related reporting requirements.

#### **4.0 TERMINATION OF AGREEMENT**

##### **4.1 TERMINATION OF AGREEMENT FOR CAUSE**

Either County or NBAF may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, NBAF will be compensated by the County for expenses deemed by the County to be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

##### **4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to NBAF.

#### **5.0 RECORDS, REPORTS AND AUDITS**

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

reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director –Arts & Culture. Two copies of the report shall be included in each submission.

## **6.0 INSPECTION OF FILES AND RECORDS**

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

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, NBAF shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that NBAF should sell or otherwise dispose of any property acquired with Fulton County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of NBAF without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning this services funded under this Contract, NBAF agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

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

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the County-assisted activities or who are in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

## **11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

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

### **12.0 HOLD HARMLESS/ INDEMNIFICATION**

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

### **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

FURTHER, in the event of any material change or modification in NBAF's Contract or any contract with any other funding source during the course of this Contract, NBAF shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude NBAF to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

### **14.0 GOVERNING LAW**

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

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**National Black Arts Festival**

Attest:

\_\_\_\_\_  
Tracey Lloyd, Board Chair  
National Black Arts Festival

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**Fulton County**

Attest:

\_\_\_\_\_  
Robert L. Pitts, Chair  
Board of Commissioners

\_\_\_\_\_  
Tonya Grier,  
Interim Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
David Manuel, Director  
Department of Arts & Culture

\_\_\_\_\_  
Office of the County Attorney

**ATTACHMENT “A”**

**SCOPE OF WORK**

**HAMMONDS HOUSE MUSEUM, INC.**

In consideration of the not to exceed amount of FIFTY THOUSAND (\$50,000.00) allocated to NBAF, NBAF agrees to perform services and provide the following program administration and evaluation information:

A. Program Administration and Evaluation

1. Expanded operational resources to the National Black Arts Festival for programs and activities related to Fulton County.
2. Contract funding will be paid out in one disbursement.

## ATTACHMENT "B"

### INSURANCE AND LIABILITY

NBAF shall maintain for the life of the Contract such insurance as shall fully protect Fulton County and any subcontractors performing work covered by this Contract from any and all claims, including bodily injury, property damage or personal injury that may arise or result from NBAF, Inc. under this Contract.

At a minimum, the above described insurance must include the following elements and limits of coverage.

#### **Comprehensive General Liability**

1.	Bodily Injury (each occurrence and annual aggregate)	\$500,000
2.	Property damage (each occurrence and annual aggregate)	\$500,000
3.	Personal injury (each occurrence and annual aggregate)	\$500,000

#### **Automobile Liability**

1.	Bodily injury (each occurrence)	\$500,000
2.	Property damage (each occurrence)	\$100,000