

Music Education Gro

Company Name

Attest:

RICKEY LAMAR ROSS

Name, Board Chair

DocuSigned by:

RICKEY LAMAR ROSS

FE2GD96F4E7A4A6...

(Signature)

CFS Staff

James Caldwell

Name

Executive Director

Title

DocuSigned by:

James Caldwell

72B561D9D95E4A65...

(Signature)

(Seal)



Attest:

Fulton County, Georgia

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chair  
Board of Commissioners

DocuSigned by:

Tonya Grier

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Tonya Grier,  
Clerk to the Commission

(Seal)



Legal Staff

Approved as to Content:

DocuSigned by:

David Manuel

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David Manuel, Director  
Department of Arts & Culture

Approved as to Form:

DocuSigned by:

David Lowman

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Office of the County Attorney

ITEM# 2023-0459	RCS: 7/12/2023	ITEM#	RCS:
RECESS MEETING		REGULAR MEETING	

Please select RCS or RM from the checkbox

RCS

Special Projects BOC Award approved on July 12 - #23-0459

RM

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
MUSIC EDUCATION GROUP, INC.**

**THIS CONTRACT**, entered into this 12 day of July, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and THE MUSIC EDUCATION GROUP, INC., located at 270 Lawrence Place, Atlanta, GA 30349 (hereinafter referred to as “MEG”), and collectively the “Parties.”

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

**WHEREAS**, MEG is a Georgia 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 2023, authorized and designated \$75,000.00 to the MEG to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, MEG guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services 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 hereto agree as follows:

### **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in an amount not to exceed **\$75,000.00** to MEG to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in 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 MEG per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**).

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

### **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, 2023, unless otherwise extended in writing or terminated by the County. MEG 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 MEG 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.

### **4.0 TERMINATION OF AGREEMENT**

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

Either County or MEG 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, MEG 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 MEG.

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

The MEG 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. MEG's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

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

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of MEG 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, MEG 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 MEG 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 MEG 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 the services funded under this Contract, MEG agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

MEG 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)**

MEG 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**

MEG 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 MEG its agents, employees, officers and directors. MEG 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 MEG'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 MEG, 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 MEG's duly authorized representatives.

In the event of any material change or modification in MEG's Contract or any contract with any other funding source during the course of this Contract, MEG shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude MEG 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.

#### **15.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Music Education Group:**

270 Lawrence Pl, Atlanta,  
GA 30349

**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 \_\_\_\_\_, 2023.

**[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]**

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **MUSIC EDUCATION GROUP, INC.**

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) allocated to MEG, MEG agrees to perform services and provide the following program and activities:

##### **A. Program Administration**

1. MEG agrees to provide music education programs on a scheduled basis during regular hours for the benefit of the general public.
2. MEG 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.
3. MEG will use funding provided to cover operational cost including administrative expenses, salaries, marketing, software support, and equipment purchases.

##### **B. Recognition of Support Requirements**

###### **1. Logo and Credit Requirements**

MEG will recognize the County’s support by using the updated Fulton County Government logo and 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.

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

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

- I. 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.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. 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.
- IV. 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.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

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

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

### **C. Fulton County Support Recognition**

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

- I. When MEG lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, MEG agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. MEG 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.
- III. When the County is the single largest supporter of MEG's programs, MEG 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.
- IV. MEG agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

### **A. Verbal Acknowledgment**

MEG agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

### **B. Contract funding will be paid out in one disbursement**





Johns Creek Symphony Orchestra

Company Name

Peter Hildebrandt

Name, Board Chair

Attest:

DocuSigned by:

*Peter Hildebrandt*

04E80F2D62904E3...

(Signature)

CFS Staff

Linda Brill

Name

Executive Director

Title

DocuSigned by:

*Linda Brill*

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(Signature)

(Seal)

DocuSigned by:

DocuSigned by:

**Fulton County, Georgia**

DocuSigned by:

*Robert L. Pitts*

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Robert L. Pitts, Chair  
Board of Commissioners

Attest:

DocuSigned by:

*Tonya Grier*

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Tonya Grier,  
Clerk to the Commission

DocuSigned by:

(Seal)



Legal Staff

Approved as to Content:

DocuSigned by:

*David Manuel*

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David Manuel, Director  
Department of Arts & Culture

Approved as to Form:

DocuSigned by:

*David Lowman*

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Office of the County Attorney

ITEM#	RCS:	ITEM#	RCS:
RECESS MEETING		2023-0459	7/12/2023
		REGULAR MEETING	

Please select RCS or RM from the checkbox

RCS

Special Projects BOC Award approved on July 12 - #23-0459

X RM

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
JOHNS CREEK SYMPHONY ORCHESTRA, INC.**

**THIS CONTRACT**, entered into this 12 day of July, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and JOHNS CREEK SYMPHONY ORCHESTRA, INC. located at 11877 Douglas Rd, Johns Creek, GA 30005 (hereinafter referred to as “JCSO”), and collectively the “Parties.”

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

**WHEREAS**, JCSO is a Georgia 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 2023, authorized and designated \$20,000.00 to the JCSO to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, JCSO guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services 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 hereto agree as follows:

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in an amount not to exceed **\$20,000.00** to JCSO to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in 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 JCSO per the terms and execution of this Contract is not to exceed Twenty Thousand Dollars (**\$20,000.00**).

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

Johns Creek Symphony Orchestra (JCSO) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

## **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, 2023, unless otherwise extended in writing or terminated by the County. JCSO 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 JCSO 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.

## **4.0 TERMINATION OF AGREEMENT**

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

Either County or JCSO 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, JCSO 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 JCSO.

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

The JCSO 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. JCSO's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

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

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of JCSO 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, JCSO 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 JCSO 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 JCSO 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 these services funded under this Contract, JCSO agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

JCSO 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)**

JCSO 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**

JCSO 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 JCSO its agents, employees, officers and directors. JCSO 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 JCSO'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 JCSO, 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 JCSO's duly authorized representatives.

In the event of any material change or modification in JCSO's Contract or any contract with any other funding source during the course of this Contract, JCSO shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude JCSO 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.

### **15.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Johns Creek Symphony Orchestra:**

11877 Douglas Rd  
Johns Creek, GA 30005

**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 \_\_\_\_\_, 2023.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

**ATTACHMENT "A"**

Special Projects BOC Award approved on July 12 - #23-0459

## **SCOPE OF WORK**

### **JOHNS CREEK SYMPHONY ORCHESTRA, INC.**

In consideration of the not to exceed amount of TWENTY THOUSAND DOLLARS (\$20,000.00) allocated to JCSO, JCSO agrees to perform services and provide the following program administration.

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

1. JCSO agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. JCSO agrees to:
  - Present one (1) major public concert in Johns Creek targeting residents of greater north Fulton County on Saturday, November 18, 2023 featuring violinist Kevin Zhu. The concert will take place at the Johns Creek United Methodist Church, 11180 Medlock Bridge Road in Johns Creek. This program will engage the services of up-and-coming young American violinist Kevin Zhu, who will be performing Bruch's Scottish Fantasy.

#### **B. Recognition of Support Requirements**

##### **1. Logo and Credit Requirements**

JCSO 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.

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

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

- I. 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.
- II. Adhere to the "Fulton County Logo 2023, Usage Guidelines."
- III. 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.



IV. 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.

V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

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

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

### **C. Fulton County Support Recognition**

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

- I. When JCSO lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, JCSO agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. JCSO 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.
- III. When the County is the single largest supporter of JCSO's programs, JCSO 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.
- IV. JCSO agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. JCSO 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.

### **A. Verbal Acknowledgment**

JCSO agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

**B. 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 FCDAC Director, FCDAC 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 FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC'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 NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**C. Contract funding will be paid out in one disbursement.**

Alpharetta Symphony Orchestra, Inc  
Company Name

Attest:

Susan Hanna  
Name, Board Chair


DocuSigned by:  
Susan Hanna  
2953BC0BE0C84D6...  
(Signature)

CFS Staff

kelly joy meholic  
Name

Executive Director  
Title

DocuSigned by:  
Kelly Joy Meholic  
75BE1EA3E102486...  
(Signature)

(Seal)  


**Fulton County, Georgia**

Attest:

DocuSigned by:  
Robert L. Pitts  
14E1B4AA5F6A44A...  
Robert L. Pitts, Chair  
Board of Commissioners

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

(Seal)



Legal Staff

Approved as to Content:

Approved as to Form:

DocuSigned by:  
David Manuel  
E41CE12C05E74A9...  
David Manuel, Director  
Department of Arts & Culture

DocuSigned by:  
David Lowman  
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Office of the County Attorney

ITEM# _____	RCS: _____	ITEM# <u>2023-0459</u>	RM: <u>7/12/2023</u>
RECESS MEETING		REGULAR MEETING	

Please select RCS or RM from the checkbox

RCS

Special Projects BOC Award approved on July 12 - #23-0459

X RM

death resulting therefrom), loss, claim or damage sustained by ASO'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 ASO, 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 ASO's duly authorized representatives.

In the event of any material change or modification in ASO's Contract or any contract with any other funding source during the course of this Contract, ASO shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude ASO 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.

### **15.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Alpharetta Symphony Orchestra:**

PO Box 5003  
Alpharetta, GA 30023

**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 26 day of July, 2023.

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
ALPHARETTA SYMPHONY ORCHESTRA**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and ALPHARETTA SYMPHONY ORCHESTRA, INC. located at P.O. Box 5003 Alpharetta, GA 30023 (hereinafter referred to as “ASO”), and collectively the “Parties.”

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

**WHEREAS**, ASO is a Georgia 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 2023, authorized and designated \$9,000.00 to the ASO to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, ASO guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services 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 hereto agree as follows:

### **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in an amount not to exceed **9,000.00** to ASO to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in 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 ASO per the terms and execution of this Contract is not to exceed Nine Thousand Dollars (**\$9,000.00**).

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

Alpharetta Symphony Orchestra (ASO) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

### **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, 2023, unless otherwise extended in writing or terminated by the County. ASO 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 ASO 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.

### **4.0 TERMINATION OF AGREEMENT**

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

Either County or ASO 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, ASO 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 ASO.

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

The ASO 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. ASO's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

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

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of ASO 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, ASO 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 ASO 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 ASO 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 the services funded under this Contract, ASO agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

ASO 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)**

ASO 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**

ASO 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 ASO its agents, employees, officers and directors. ASO 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 ASO'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 ASO, 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 ASO's duly authorized representatives.

In the event of any material change or modification in ASO's Contract or any contract with any other funding source during the course of this Contract, ASO shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude ASO 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.

### **15.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Alpharetta Symphony Orchestra:**

PO Box 5003  
Alpharetta, GA 30023

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **ALPHARETTA SYMPHONY ORCHESTRA, INC.**

In consideration of the not to exceed amount of NINE THOUSAND DOLLARS (\$9,000.00) allocated to ASO, ASO agrees to perform services and provide the following program administration.

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

1. ASO agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.

To support operations to implement Alpharetta Symphony's music programs and help cover items such as staff salaries, insurance, accounting, and marketing.

#### **B. Recognition of Support Requirements**

1. Logo and Credit Requirements

ASO 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.

2. Logo and Credit Line Usage

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

- I. 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.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. 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.
- IV. 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.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

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

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

### **C. Fulton County Support Recognition**

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

- I. When ASO lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, MEG agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. ASO 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.
- III. When the County is the single largest supporter of ASO's programs, ASO 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.
- IV. ASO agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. ASO 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.

### **A. Verbal Acknowledgment**

ASO agrees to give verbal acknowledgment to Fulton County by using the credit

line listed above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services.

**B. 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 FCDAC Director, FCDAC 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 FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC'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 NBAF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**C. Contract funding will be paid out in one disbursement.**

Q Parker Legacy Foundation


Company Name

Quinnes Parker

Name, Board Chair

Attest:

DocuSigned by:

  
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(Signature)

CFS Staff

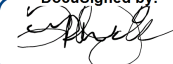
Tiphonie Johnson

Name

Executive Director

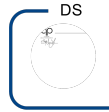
Title

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(Signature)

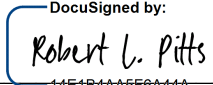
(Signature)

(Seal)



Fulton County, Georgia

DocuSigned by:

  
14E1B4AA5F6A44A...  
Robert L. Pitts, Chair  
Board of Commissioners

Attest:

DocuSigned by:

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

(Seal)



Legal Staff

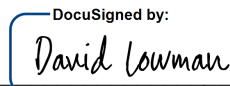
Approved as to Content:

DocuSigned by:

  
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David Manuel, Director  
Department of Arts & Culture

Approved as to Form:

DocuSigned by:

  
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Office of the County Attorney

ITEM#	RCS:	ITEM#	2023-0459	RCS:	7/12/2023
RECESS MEETING		REGULAR MEETING			

Please select RCS or RM from the checkbox

RCS

Special Projects BOC Award approved on July 12 - #23-0459

X RM

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA AND  
Q PARKER LEGACY FOUNDATION, INC.**

**THIS CONTRACT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as “Fulton County” or the “County”), and Q PARKER LEGACY FOUNDATION, INC. located at 1327 Boyd Ave NW, Suite A, Atlanta, GA, 30318 (hereinafter referred to as “QPLF”), and collectively the “Parties.”

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

**WHEREAS**, QPLF is a Georgia 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 2023, authorized and designated \$15,000.00 to the QPLF to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, QPLF guarantees, by and through this Contract, that it shall expend the funds under this Contract for arts programming and arts educational services 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 hereto agree as follows:

## **1.0 STATEMENT OF WORK**

The County shall provide financial assistance in an amount not to exceed **\$15,000.00** to QPLF to provide expanded programmatic resources to promote awareness and appreciation of the arts through programs and related activities in 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 QPLF per the terms and execution of this Contract is not to exceed Fifteen Thousand Dollars (**\$15,000.00**).

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

Q PARKER LEGACY FOUNDATION (QPLF) shall submit all necessary documentation to the Fulton County Department of Arts and Culture (“FCDAC”) as required in Attachment “A,” Scope of Work. This documentation shall be submitted to staff identified by the Director of Arts and Culture, the Contracts for Services team within the Department of Arts & Culture.

## **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, 2023, unless otherwise extended in writing or terminated by the County. QPLF 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 QPLF 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.

QPLF 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.”

## **4.0 TERMINATION OF AGREEMENT**

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

Either County or QPLF 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, QPLF 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 QPLF.

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

The QPLF 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. QPLF's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations.

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

Fulton County Department of Arts & Culture shall at all reasonable times have access to the pertinent offices and books and records of QPLF 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, QPLF 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 QPLF 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 QPLF 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 the services funded under this Contract, QPLF agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

QPLF 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)**

QPLF 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**

QPLF 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 QPLF its agents, employees, officers and directors. QPLF 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 QPLF'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 QPLF, 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 QPLF's duly authorized representatives.

In the event of any material change or modification in QPLF's Contract or any contract with any other funding source during the course of this Contract, QPLF shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude QPLF 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.

### **15.0 NOTICES**

For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

**To Fulton County:**

Fulton County Department of Arts and Culture  
141 Pryor Street, Suite 2030  
Atlanta, Georgia 30303

**Copy to:**

Office of the County Attorney  
141 Pryor Street, Suite 4038  
Atlanta, Georgia 30303

**To Q Parker Legacy Foundation:**

1327 Boyd Ave NW, Ste A,  
Atlanta, GA, 30318, USA

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **Q PARKER LEGACY FOUNDATION, INC.**

In consideration of the not to exceed amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) allocated to QPLF, QPLF agrees to perform services and provide the following program administration:

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

1. QPLF agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. QPLF agrees to offer a summer music camp for teen vocalist and producers ages 13-17. (June 20-June30)

##### **B. Recognition of Support Requirements**

###### **1. Logo and Credit Requirements**

QPLF 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.

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

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

- I. 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.
- II. Adhere to the “Fulton County Logo 2023, Usage Guidelines.”
- III. 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.
- IV. 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.

- V. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:

“Major funding for this organization is provided by the Fulton County Board of Commissioners.”

- VI. QPLF agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as “Fulton County, Atlanta, Georgia.”

### **C. Fulton County Support Recognition**

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

- I. When QPLF lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, QPLF agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- II. QPLF 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.
- III. When the County is the single largest supporter of QPLF’s programs, QPLF 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.
- IV. QPLF agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- V. QPLF 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.

### **A. Verbal Acknowledgment**

QPLF agrees to give verbal acknowledgment to Fulton County by using the credit line listed above in pre-program introductions, curtain speeches, or other forms of

verbal communication with the audience in all of the contracted services.

**B. 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 FCDAC Director, FCDAC 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 FCDAC Director, FCDAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCDAC'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 QPLF at the beginning of the contract cycle or any updates distributed by FCDAC during the contract period.

**C. Contract funding will be paid out in one disbursement.**