

**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 28<sup>th</sup> day of September, 2023.

Attest:

**Bear Creek Nature Center, Inc**

DocuSigned by:  
James Denton  
EE4D3E53634A42D...  
XXX, Board Chair  
Bear Creek Nature Center, Inc

DocuSigned by:  
Norma Lewis  
547DD441B86743E...  
(Signature)

CFS STAFF

Norma Lewis  
Name

Executive Director  
Title

(Seal)

DocuSigned by:



**Fulton County**

DocuSigned by:  
Robert L. Pitts  
14E1B4AA6F6A44A...  
Robert L. Pitts, Chair  
Board of Commissioners

Attest:

DocuSigned by:  
Tonya Grier  
EEC470C4837648D...  
Tonya Grier,  
Clerk to the Commission(Seal)



Legal Staff

Approved as to Content:

DocuSigned by:  
David Manuel  
1E11CE12C05E7A9...  
David Manuel, Director  
Department of Arts & Culture  
Please select RCS or RM

Approved as to Form:

DocuSigned by:  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney

x xxx  
xxx

ITEM#: <u>23-0198</u> RCS: <u>4/19/2023</u>	ITEM#: _____ RM: _____
RECESS MEETING	REGULAR MEETING

**BOC ITEM: 23-0198 | APPROVED April 19, 2023**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Ins. Center 2405 Satellite Boulevard Duluth, GA 30096 770 282-0202	CONTACT NAME: <b>Lorie Anslem</b> PHONE (A/C, No, Ext): <b>678-475-5701</b> E-MAIL ADDRESS: <b>lorie.anslem@epicbrokers.com</b>	FAX (A/C, No): <b>770-232-9202</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Massachusetts Bay Insurance Company</b> INSURER B : <b>Westchester Fire Insurance Company</b> INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Bear Creek Nature Center, Inc. P. O. Box 911 Fairburn, GA 30213		

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDAD59152904	05/17/2022	05/17/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b> \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZDAD59152904	05/17/2022	05/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			ZDAD59152904	05/17/2022	05/17/2023	Bldg/Ded:\$1,073,218/\$5K
B	D&O			NFPGAF143458262005	07/01/2022	07/01/2023	Limit: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Fulton County 141 Pryor Street Suite 2030 Atlanta, GA 30303	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

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<b>PRODUCER</b> <b>Edgewood Partners Ins. Center</b> <b>2405 Satellite Boulevard</b> <b>Duluth, GA 30096</b> <b>770 282-0202</b>	<b>CONTACT NAME:</b> Lorie Anslem <b>PHONE (A/C, No, Ext):</b> 678-475-5701 <b>E-MAIL ADDRESS:</b> lorie.anslem@epicbrokers.com	<b>FAX (A/C, No):</b> 770-232-9202
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Bear Creek Nature Center, Inc.</b> <b>P. O. Box 911</b> <b>Fairburn, GA 30213</b>	<b>INSURER A :</b> Massachusetts Bay Insurance Company	
	<b>INSURER B :</b> Westchester Fire Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Property</b>			<b>ZDAD59152904</b>	<b>05/17/2022</b>	<b>05/17/2023</b>	<b>Bldg/Ded:\$1,073,218/\$5K</b>
<b>B</b>	<b>D&amp;O</b>			<b>NFPGAF143458262005</b>	<b>07/01/2022</b>	<b>07/01/2023</b>	<b>Limit: \$1,000,000 Retention: \$10,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>Fulton County</b> <b>141 Pryor Street</b> <b>Suite 2030</b> <b>Atlanta, GA 30303</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FULTON COUNTY, GEORGIA**

**AND**

**BEAR CREEK NATURE CENTER, INC.**

This Memorandum of Understanding ("MOU"), entered into this 19 day of April 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia ("Fulton County") and Bear Creek Nature Center, Inc. located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia 30268 (hereinafter referred to as "Nature Center") and collectively the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts and Culture, has determined a need for environmental educational services in the County; and

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

**WHEREAS**, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving the youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, Fulton County desires to enter into a Memorandum of Understanding with the Nature Center for the purpose of providing funding to support environmental education services and capital improvements within the County at the Nature Center located at 6300 Cochran Mill Road in Chattahoochee Hills, Georgia; and

**WHEREAS**, the Nature Center will expend the funds under this MOU for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization and on capital improvement activities consistent with Attachment A-1 and the MOU provisions set forth herein; and

**WHEREAS**, Fulton County is authorized to enter into this MOU with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

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

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023

## **1.0 STATEMENT OF WORK**

Under this MOU, the County shall provide non-recurring financial assistance for environmental education programming and capital improvements to the Nature Center for the operation and management of the current facility located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia. The Nature Center shall 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 Attachments "A" and "A-1" hereto, shall be as follows: The total amount payable to the Nature Center per the terms and execution of this MOU is up to Seven Hundred Thousand Dollars (**\$700,000.00**)(recurring funding in an amount not to exceed \$200,000 for environmental educational services and non-recurring funding in an amount not to exceed \$500,000 for capital improvements). Compensation for Services and Work depicts the funding source for the project identified in Section 1.0. Such payments shall be made following execution of this MOU provided that the Nature Center agrees to submit all necessary documentation to the Fulton County Department of Arts and Culture as required in Attachment "A," Scope of Work. This documentation, along with an invoice and statement of costs, shall be submitted to the Director of the Department of Arts and Culture or designee. Two copies of the invoice and statement shall be included with the submission, one copy of which shall be accompanied by documentation supporting the costs.

## **3.0 TERM OF MOU**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this MOU shall be upon execution through December 31, 2023, unless otherwise extended in writing or terminated by the County. The Nature Center shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this MOU. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this MOU and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this MOU, then said MOU shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this MOU shall be immediately returned to the County.

## **4.0 TERMINATION OF MOU**

### **4.1 TERMINATION OF MOU FOR CAUSE**

Either County or the Nature Center may terminate this MOU in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the MOU. Any party seeking to terminate this MOU 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 MOU. 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 MOU shall, upon expiration of said ten

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023



(10) days, be suspended or terminated without further notice. Upon such suspension or termination, the Nature Center 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 MOU 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 the Nature Center.

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

The Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this MOU 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 MOU or completion of this project unless permission to destroy them is granted by the County. The Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

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

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

Fulton County's Department of Arts and Culture shall at all reasonable times have access to the pertinent offices and books and records of the Nature Center for inspection of the activities performed and expenses incurred under this MOU.

#### **7.0 REVERSION OF ASSETS AND EQUIPMENT**

Upon expiration or termination of this MOU, the Nature Center 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 the Nature Center should sell or otherwise dispose of any property acquired with 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-County funds. In the event that such sale





or disposition occurs more than ten (10) years after expiration or termination of this MOU, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this MOU shall be the subject of an application for copyright by or on behalf of the Nature Center without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall vest in the County.

Further, any favorable publicity given to this project must identify the County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Nature Center agrees to display and make known that the project was assisted under the auspices of the County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Nature Center shall not make any purported assignment of this MOU or any part thereof 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 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 or agreement 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; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

The Nature Center 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/discrimination 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 MOU.

## **12.0 HOLD HARMLESS**

The Nature Center hereby warrants, represents, covenants and agrees to indemnify and hold harmless the County, its commissioners, officers, and employees, from any and all claims,

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023



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 the Nature Center, its agents, employees, officers and directors. The Nature Center 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 the Nature Center's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this MOU.

### **13.0 SEVERABILITY**

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

### **14.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

Further, in the event of any material change or modification in the Nature Center's MOU or agreement with any other funding source during the course of this MOU, the Nature Center shall immediately notify the Department of Arts and Culture of such change. In such event, the County shall have the right to terminate its obligations under this MOU, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

### **15.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director, Department of Arts and Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy To: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023

Atlanta, Georgia 30303

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Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023

Notices to the Nature Center shall be addressed as follows:

Bear Creek Nature Center, Inc.  
6300 Cochran Mill Road  
Chattahoochee Hills, Georgia 30268  
770-306-0914  
Attention: Norma Lewis, Director

**16.0 GOVERNING LAW**

This MOU will be executed and implemented in Fulton County. Further, this MOU shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this MOU shall be in the Fulton County Superior Courts. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this MOU shall be in full force and effect.

**17.0 INSURANCE**

The Nature Center further agrees to maintain for the life of this MOU such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

**[SIGNATURES CONTAINED ON NEXT PAGE]**

## ATTACHMENT "A"

### SCOPE OF WORK

#### BEAR CREEK NATURE CENTER, INC.

In consideration of the SEVEN HUNDRED THOUSAND (\$700,000.00)(recurring funding in an amount not to exceed \$200,000 for environmental educational services and non-recurring funding in an amount not to exceed \$500,000 for capital improvements) allocated to Bear Creek Nature Center, Inc. ("The Nature Center"), The Nature Center agrees to perform services and provide the following program administration and evaluation information:

#### A. Program Administration and Evaluation

1. The Nature Center agrees to utilize the \$500,000 for capital improvements as outlined in Attachment A-1 and provide the Department of Arts and Culture with invoices reflecting the expenditure of these capital improvement funds by December 31, 2023.
2. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
3. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the MOU, with a responsible person to be located on site during operational hours.
4. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
5. The Nature Center agrees to provide the Department of Arts and Culture with:
  - A. Copy of Bear Creek Nature Center's 2023 Work Plan, including program service goals and objectives;
  - B. Schedule of 2023 programs and special events and projected participation;
  - C. A copy of the 2022 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
  - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
  - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
6. By the tenth (10<sup>th</sup>) day of each month during the term of this MOU, The Nature Center agrees to provide the Department of Arts and Culture with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2023; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2023.
7. MOU funding will be paid out in one disbursement.

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023

**Attachment "A-1"**

**Bear Creek Nature Center**

**Capital Improvements Projects for \$500,000 Capital Improvements Grant by the  
Fulton County Board of Commissioners**

**A - Stand-alone projects:**

1. Repair work to reinforce wall in exhibit room that has shifted slightly
  - a. Completion date: June-Sept 2023
  - b. Approx cost \$7,000 - \$10,000
  - c. Need an engineer's assessment
  - d. Need qualified contractor
  
2. Stain and seal decks. Replace wood as needed.
  - a. Completion date: June-August 2023
  - b. Approx cost \$5,000
  - c. Need qualified contractor/painter
  
3. New metal roof and gutters with gutter guards
  - a. Completion date: October-November 2023
  - b. Approx cost \$45,000 - \$60,000
  - c. Need qualified roofer
  
4. Box at gate for EMS access during closed hours.
  - a. Completion date: May 31, 2023
  - b. Approx cost \$500
  - c. Need purchase and installation of equipment
  
5. Repair cracks in apartment walls for weatherproofing.
  - a. Completion date: May 31, 2023
  - b. Approx cost \$1000
  - c. Need contractor
  
6. Completion of boardwalk and add lights for night use
  - a. Completion date: September-October 1023
  - b. Approx cost \$3,000 - \$5,000
  - c. Need contractor
  
7. Storage building for mower and lawn care equipment
  - a. Completion date: November 2023
  - b. Approx cost \$20,000 - \$25,000
  - c. Need to establish a bid process

**B -- Equipment purchases**

8. Computer upgrades
  - a. Completion date: May 15, 2023
  - b. Approx cost \$6,000 - \$7,000
  - c. Need to spec and purchase computer equipment
  
9. Lawn mower that can handle hillsides and side of dam
  - a. Completion date: May 15, 2023
  - b. Approx cost \$4000-\$5000
  - c. Need to purchase mower
  
10. Folding tables and chairs for general use
  - a. Completion date: May 15, 2023
  - b. Approx cost \$3,000
  - c. Need to purchase equipment
  
11. Tractor part for driveway maintenance
  - a. Completion date: August 2023
  - b. Approx cost \$2000
  - c. Need to purchase equipment

**C - Landscape projects:**

12. Electric gate at main entrance for security and safety purposes
  - a. Completion date: August 2023
  - b. Approx cost: \$2,500 - \$5,000
  - c. Need to assess needs, purchase and install
  
13. Entry area landscaping
  - a. Completion date: May 31, 2023
  - b. Approx cost \$8,000 - \$11,000
  - c. Need landscape design and installation
  
14. Entry sign as well as other signage along the road and at the building. (7 signs total)
  - a. Completion date: June 30, 2023
  - b. Approx cost \$10,000 - \$15,000
  - c. Need to design signs, produce and install
  
15. Driveway repairs and parking expansion
  - a. Completion date: June 30, 2023
  - b. Approx cost \$6,000 - \$10,000
  - c. Need to hire a qualified contractor



16. Landscape front of building
  - a. Completion November - December 2023
  - b. Approx cost \$15,000 - \$25,000
  - c. Need landscape design and installation

**D - Facility improvements:**

17. Replace all exterior doors
  - a. Completion date: October - November 2023
  - b. Approx cost \$7,500 - \$10,000
  - c. Need a board committee to establish aesthetics and a qualified contractor
  
18. Expanded deck area with roof, fans and lighting, similar to Sun Porch at Dunwoody Nature Center. Include an enclosed storage space for table and chair storage
  - a. Completion date: Spring 2024
  - b. Approx cost \$131,500
  - c. Need a design and a qualified contractor
  
19. Carpet for main floor, linoleum flooring for kitchen
  - a. Completion date: Spring 2024
  - b. Approx cost \$10,000 - \$15,000
  - c. Need to establish board committee to establish aesthetics and a qualified contractor
  
20. Enclose under deck storage area, make it water-tight for storage
  - a. Completion date: Spring 2024
  - b. Approx cost \$5,000 - \$10,000
  - c. Need a board committee to establish aesthetics and a qualified contractor
  
21. Fans installed at pavilion, new tables
  - a. Completion date: Spring 2024
  - b. Approx cost \$2,000
  - c. Need a board committee to establish aesthetics and a qualified contractor
  
22. Lights installed on "ceiling" of covered porch
  - a. Completion date: Spring 2024
  - b. Approx cost \$2,000
  - c. Need a board committee to establish aesthetics and a qualified contractor
  
23. Remodel basement classroom and add bathroom(s)
  - a. Completion date: Spring 2024
  - b. Approx cost \$85,00 - \$110,000
  - c. Need a board committee to establish aesthetics and a qualified contractor

Bear Creek Nature Center – Agenda Item 23-0198, approved April 19, 2023

24. Renovate main floor bathrooms to bring up to ADA standards, low flow toilets, etc.
  - a. Completion date: December - January 2023
  - b. Approx cost \$20,000 - \$30,000
  - c. Need to hire a qualified contractor

**ATTACHMENT "B"**

**INSURANCE AND LIABILITY**

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

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 |

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FULTON COUNTY, GEORGIA**

**AND**

**BEAR CREEK NATURE CENTER, INC.**

This Memorandum of Understanding (“MOU”), entered into this 16 day of May, 2023, between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Bear Creek Nature Center, Inc. located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia 30268 (hereinafter referred to as “Nature Center”) and collectively the “Parties.”

**WITNESSETH THAT:**

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

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

**WHEREAS**, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving the youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

**WHEREAS**, Fulton County desires to enter into a Memorandum of Understanding with the Nature Center for the purpose of providing non-recurring funding to support environmental education services and capital improvements within the County at the Nature Center located at 6300 Cochran Mill Road in Chattahoochee Hills, Georgia; and

**WHEREAS**, the Nature Center will expend the funds under this MOU 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 MOU provisions set forth herein; and

**WHEREAS**, Fulton County is authorized to enter into this MOU with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

**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**

Under this MOU, the County shall provide non-recurring financial assistance for capital improvements to the Nature Center for the operation and management of the current facility located at 6300 Cochran Mill Road, Chattahoochee Hills, Georgia. The Nature Center shall 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" hereto, shall be as follows: The total amount payable to the Nature Center per the terms and execution of this MOU is up to Five Hundred Thousand Dollars (**\$500,000.00**). Compensation for Services and Work depicts the funding source for the project identified in Section 1.0. Such payments shall be made upon execution of this MOU.

The Nature Center shall submit all necessary documentation to the Fulton County Department of Arts & Culture as required in Attachment "A," Scope of Work. This documentation, along with an invoice and statement of costs, shall be submitted to the Director of the Department of Arts & Culture or designee. Two copies of the invoice and statement shall be included with the submission, one copy of which shall be accompanied by documentation supporting the costs.

**3.0 TERM OF MOU**

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this MOU shall be upon execution through December 31, 2023, unless otherwise extended in writing or terminated by the County. The Nature Center shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this MOU. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this MOU and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this MOU, then said MOU shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this MOU shall be immediately returned to the County.

**4.0 TERMINATION OF MOU**

**4.1 TERMINATION OF MOU FOR CAUSE**

Either County or the Nature Center may terminate this MOU in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the MOU. Any party seeking to terminate this MOU 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 MOU. 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 MOU shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or

termination, the Nature Center 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 MOU 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 the Nature Center.

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

The Nature Center shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this MOU 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 MOU or completion of this project unless permission to destroy them is granted by the County. The Nature Center's records, and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, the Nature Center shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

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

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

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

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

Upon expiration or termination of this MOU, the Nature Center 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 the Nature Center should sell or otherwise dispose of any property acquired with 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-County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this MOU, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report, map, or other document produced in whole or in part under this MOU shall be the subject of an application for copyright by or on behalf of the Nature Center without the prior written consent of the County. All such reports, maps, or other documents shall become and be deemed the property of the County and title therein shall vest in the County.

Further, any favorable publicity given to this project must identify the County prominently as a sponsoring agency. Specifically, at all places of and in all publications concerning this project, the Nature Center agrees to display and make known that the project was assisted under the auspices of the County.

## **9.0 ASSIGNMENT OF CONTRACT**

The Nature Center shall not make any purported assignment of this MOU or any part thereof 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 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 or agreement 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; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

The Nature Center 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/discrimination 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 MOU.

## **12.0 HOLD HARMLESS**

The Nature Center hereby warrants, represents, covenants and agrees to indemnify 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 the Nature Center, its agents, employees, officers and directors. The Nature Center 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 the Nature Center's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this MOU.

### **13.0 SEVERABILITY**

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

### **14.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

Further, in the event of any material change or modification in the Nature Center's MOU or agreement with any other funding source during the course of this MOU, the Nature Center shall immediately notify the Department of Arts & Culture of such change. In such event, the County shall have the right to terminate its obligations under this MOU, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

### **15.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director, Department of Arts & Culture  
141 Pryor Street SW, Suite 2030  
Atlanta, Georgia 30303  
404-612-5780

Copy To: Office of the County Attorney  
141 Pryor Street, S.W. Suite 4038  
Atlanta, Georgia 30303



Notices to the Nature Center shall be addressed as follows:

Bear Creek Nature Center, Inc.  
6300 Cochran Mill Road  
Chattahoochee Hills, Georgia 30268  
770-306-0914  
Attention: Norma Lewis, Director

**16.0 GOVERNING LAW**

This MOU will be executed and implemented in Fulton County. Further, this MOU shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this MOU shall be in the Fulton County Superior Courts. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this MOU shall be in full force and effect.

**17.0 INSURANCE**

The Nature Center further agrees to maintain for the life of this MOU such insurance as shall fully protect the County. Such requirements are attached hereto and made a part hereof as Attachment "B."

**18.01 PROCUREMENT AND SUBCONTRACTING POLICIES**

The Nature Center will conduct procurement activities in a fair, open and competitive manner without any favoritism or discrimination and as set forth in Attachment "C."

**[SIGNATURES CONTINUE ON NEXT PAGE]**

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

#### **BEAR CREEK NATURE CENTER, INC.**

In consideration of the FIVE HUNDRED THOUSAND (\$500,000.00) allocated to Bear Creek Nature Center, Inc. ("The Nature Center"), The Nature Center agrees to perform services and provide the following program administration and evaluation information:

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

1. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the MOU, with a responsible person to be located on site during operational hours.
3. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
4. The Nature Center agrees to provide the Department of Arts & Culture with:
  - A. Copy of Bear Creek Nature Center's 2023 Work Plan, including program service goals and objectives;
  - B. Schedule of 2023 programs and special events and projected participation;
  - C. A copy of the 2022 year-end financial statement;
  - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
  - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
  - F. A 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 MOU, The Nature Center agrees to provide the Department of Arts & Culture with:
  - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2023; and
  - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2023.
6. MOU funding will be paid out in one disbursement.

**ATTACHMENT "B"**

**INSURANCE AND LIABILITY**

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

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 |

## ATTACHMENT “C”

### PROCUREMENT AND SUBCONTRACTING

The following procurement guidelines provided below for subcontracting will apply to all County funded organizations:

#### Subcontractor Approvals and Auditing

\$ .01 to \$2,499.99	No bids are required but are recommended. The organization must solicit the most responsive bid at the lowest cost.
\$2,500 to \$49,999	Organization must solicit a minimum of five written quotes. Vendor recommendation is submitted to the Department of Arts & Culture for written approval prior to the job start.
\$50,000 and up	Formal sealed bid. The Purchasing Department will work in conjunction with the non-profit to provide technical assistance and guidance. The Department of Arts & Culture will provide project coordination. Vendor recommendation is submitted to the Department of Arts & Culture for written approval prior to the job start.

**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 12<sup>th</sup> day of May, 2023.

Attest:

**Bear Creek Nature Center, Inc**

DocuSigned by:  
Steven Hurwitz  
919A46B9621E41A...  
XXX, Board Chair  
Bear Creek Nature Center, Inc

DocuSigned by:  
Norma Lewis  
547DD441B86743E...  
(Signature)

CFS STAFF

Norma Lewis  
Name

Executive Director  
Title

(Seal)

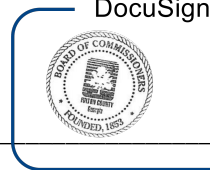


**Fulton County**

DocuSigned by:  
Robert L. Pitts  
14E1B4AA6F6A44A...  
Robert L. Pitts, Chair  
Board of Commissioners

Attest:

DocuSigned by:  
Tonya Grier  
EEC470C4837648D...  
Tonya Grier,  
Clerk to the Commission(Seal)



Legal Staff

Approved as to Content:

DocuSigned by:  
David Manuel  
1E11CE12C05E7A9...  
David Manuel, Director  
Department of Arts & Culture  
Please select RCS or RM

Approved as to Form:

DocuSigned by:  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney  
x xxx  
xxx

ITEM#: <u>2023-0198</u> RCS: <u>4/19/2023</u>	ITEM#: _____      RM: _____
RECESS MEETING	REGULAR MEETING

**BOC ITEM: 23-0198 | APPROVED April 19, 2023**

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

11:30 AM

## Cochran Mill Nature Center &amp; Arboretum, Inc.

05/16/23

## Profit &amp; Loss Budget vs. Actual

Cash Basis

January through December 2022

	Jan - Dec 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Donations and gifts	51,400.47	20,000.00	31,400.47	257.0%
Environmental Education	8,771.02	3,000.00	5,771.02	292.4%
Membership Fees	1,973.40	3,000.00	-1,026.60	65.8%
Special Events	3,419.18	4,000.00	-580.82	85.5%
Building Rental Fees	2,090.60	1,000.00	1,090.60	209.1%
Admission Fees	4,368.00	4,000.00	368.00	109.2%
Gift Shop	6,917.75	3,500.00	3,417.75	197.7%
Miscellaneous Income	1,143.27	0.00	1,143.27	100.0%
Additional Income Needed	0.00	16,870.00	-16,870.00	0.0%
<b>Total Income</b>	<b>80,083.69</b>	<b>55,370.00</b>	<b>24,713.69</b>	<b>144.6%</b>
<b>Gross Profit</b>	<b>80,083.69</b>	<b>55,370.00</b>	<b>24,713.69</b>	<b>144.6%</b>
<b>Expense</b>				
Stripe Fees	49.61	50.00	-0.39	99.2%
Square Fees	467.66	300.00	167.66	155.9%
Salary and Related Payroll Tax	32,765.52	30,000.00	2,765.52	109.2%
Insurance	9,656.00	9,000.00	656.00	107.3%
Contract Labor	205.00	1,050.00	-845.00	19.5%
Displays & Exhibits	327.04	300.00	27.04	109.0%
Environmental Ed Supplies	72.85			
Marketing & Public Relations	314.29	600.00	-285.71	52.4%
Misc. Expenses	6,138.70	100.00	6,038.70	6,138.7%
Office Supplies	42.61	250.00	-207.39	17.0%
Permits and Licenses	350.00	220.00	130.00	159.1%
Postage Expenses	212.00	50.00	162.00	424.0%
Professional Fees	1,280.00	0.00	1,280.00	100.0%
Repairs & Maintenance	2,790.35	1,000.00	1,790.35	279.0%
Special Events Expenses	288.86			
Store Supplies (Gift Shop)	3,451.45	1,500.00	1,951.45	230.1%
Utilities	9,813.27	9,000.00	813.27	109.0%
Volunteer Services/Activities	0.00	250.00	-250.00	0.0%
Wildlife Care (CMNC Animals)	2,543.17	1,700.00	843.17	149.6%
<b>Total Expense</b>	<b>70,768.38</b>	<b>55,370.00</b>	<b>15,398.38</b>	<b>127.8%</b>
<b>Net Ordinary Income</b>	<b>9,315.31</b>	<b>0.00</b>	<b>9,315.31</b>	<b>100.0%</b>
<b>Net Income</b>	<b>9,315.31</b>	<b>0.00</b>	<b>9,315.31</b>	<b>100.0%</b>

## Forms 990 / 990-EZ Return Summary

For calendar year 2021, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

58-1769290

### BEAR CREEK NATURE CENTER INC.

**Net Asset / Fund Balance at Beginning of Year** 238,258

**Revenue**

Contributions	<u>31,073</u>	
Program service revenue	<u>675</u>	
Investment income	<u>14</u>	
Capital gain / loss		
Fundraising / Gaming:		
Gross revenue		
Direct expenses		
Net income		
Other income		
<b>Total revenue</b>		<u>31,762</u>

**Expenses**

Program services		
Management and general		
Fundraising		
<b>Total expenses</b>		<u>54,792</u>

**Excess / (deficit)** -23,030

Changes                     

**Net Asset / Fund Balance at End of Year** 215,228

**Reconciliation of Revenue**

Total revenue per financial statements	
Less:	
Unrealized gains	
Donated services	
Recoveries	
Other	
Plus:	
Investment expenses	
Other	
<b>Total revenue per return</b>	

**Reconciliation of Expenses**

Total expenses per financial statements	
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	
Plus:	
Investment expenses	
Other	
<b>Total expenses per return</b>	

**Balance Sheet**

	Beginning	Ending	Differences
Assets	<u>238,258</u>	<u>215,228</u>	
Liabilities			
Net assets	<u>238,258</u>	<u>215,228</u>	<u>-23,030</u>

**Miscellaneous Information**

Amended return \_\_\_\_\_  
 Return / extended due date 05/16/22  
 Failure to file penalty \_\_\_\_\_

**Chuck Johnson CPA PC**  
**560 Newnan Crossing Bypass, Suite 125**  
**Newnan, GA 30265**  
**770-683-9287**

September 22, 2022

**CONFIDENTIAL**

BEAR CREEK NATURE CENTER INC.  
P.O. BOX 911  
FAIRBURN, GA 30213

Dear :

We have prepared the following returns from information provided by you without verification or audit.

Short Form of Organization Exempt From Income Tax (Form 990-EZ)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,

Chuck Johnson CPA PC



## Filing Instructions

### BEAR CREEK NATURE CENTER INC.

### Short Form Exempt Organization Tax Return

### Taxable Year Ended December 31, 2021

**Date Due:** AS SOON AS POSSIBLE

**Remittance:** None is required. Your Form 990-EZ for the tax year ended 12/31/21 shows no balance due.

**Signature:** You are using a Personal Identification Number (PIN) for signing your return electronically. Form 8879-TE, IRS *e-file* Signature Authorization for an Exempt Organization should be signed and dated by an authorized officer of the organization and returned to:

Chuck Johnson CPA PC  
560 Newnan Crossing Bypass, Suite 125  
Newnan, GA 30265

***Important:*** Your return will not be filed with the IRS until the signed Form 8879-TE has been received by this office.

**Other:** Your return is being filed electronically with the IRS and is not required to be mailed. If you Mail a paper copy of your return to the IRS it will delay the processing of your return.

Form **8879-TE**

### IRS e-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

For calendar year 2021, or fiscal year beginning . . . . . 2021, and ending . . . . . 20 . . . . .

# 2021

**Do not send to the IRS. Keep for your records.**  
**Go to [www.irs.gov/Form8879TE](http://www.irs.gov/Form8879TE) for the latest information.**

Name of filer

**BEAR CREEK NATURE CENTER INC.**

EIN or SSN

**58-1769290**

Name and title of officer or person subject to tax **BOBBIE LAMINACK  
DIRECTOR**

#### Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	<input type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	
2a Form 990-EZ check here	<input checked="" type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	<b>31,762</b>
3a Form 1120-POL check here	<input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here	<input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here	<input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	
6a Form 990-T check here	<input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	
7a Form 4720 check here	<input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	
8a Form 5227 check here	<input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a Form 5330 check here	<input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b	
10a Form 8038-CP check here	<input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	

#### Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that  I am an officer of the above entity or  I am a person subject to tax with respect to (name of entity) \_\_\_\_\_, (EIN) \_\_\_\_\_ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

**PIN: check one box only**

I authorize **Chuck Johnson CPA PC** to enter my PIN **69290** as my signature  
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax \_\_\_\_\_ Date **09/20/22**

#### Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

**67817312345**

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature **CHUCK JOHNSON** Date **09/20/22**

**ERO Must Retain This Form — See Instructions**

**Do Not Submit This Form to the IRS Unless Requested To Do So**

Form **990-EZ**

## Short Form Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

- ▶ Do not enter social security numbers on this form, as it may be made public.
- ▶ Go to [www.irs.gov/Form990EZ](http://www.irs.gov/Form990EZ) for instructions and the latest information.

**A** For the **2021** calendar year, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <p style="text-align: center; font-weight: bold; font-size: 1.2em;">BEAR CREEK NATURE CENTER INC.</p> Number and street (or P.O. box if mail is not delivered to street address) Room/suite <p style="text-align: center; font-weight: bold;">P.O. BOX 911</p> City or town, state or province, country, and ZIP or foreign postal code <p style="text-align: center; font-weight: bold;">FAIRBURN GA 30213</p>	<b>D</b> Employer identification number <p style="text-align: center; font-weight: bold;">58-1769290</p> <b>E</b> Telephone number <p style="text-align: center; font-weight: bold;">770-306-0914</p> <b>F</b> Group Exemption Number ▶
--	--	---

**G** Accounting Method:  Cash  Accrual Other (specify) ▶ \_\_\_\_\_

**H** Check  if the organization is **not** required to attach Schedule B (Form 990).

**I** Website: ▶ [www.cochranmillnaturecenter.org](http://www.cochranmillnaturecenter.org)

**J** Tax-exempt status (check only one) —  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other \_\_\_\_\_

**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ **31,762**

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I

	Description	Line	Amount
<b>Revenue</b>	1 Contributions, gifts, grants, and similar amounts received	1	31,073
	2 Program service revenue including government fees and contracts	2	675
	3 Membership dues and assessments	3	
	4 Investment income	4	14
	5a Gross amount from sale of assets other than inventory	5a	
	b Less: cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6 Gaming and fundraising events:		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
c Less: direct expenses from gaming and fundraising events	6c		
d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d		
7a Gross sales of inventory, less returns and allowances	7a		
b Less: cost of goods sold	7b		
c Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c		
8 Other revenue (describe in Schedule O)	8		
9 <b>Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	31,762	
<b>Expenses</b>	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	27,999
	13 Professional fees and other payments to independent contractors	13	7,992
	14 Occupancy, rent, utilities, and maintenance	14	9,281
	15 Printing, publications, postage, and shipping	15	188
	16 Other expenses (describe in Schedule O)	16	9,332
17 <b>Total expenses.</b> Add lines 10 through 16	17	54,792	
<b>Net Assets</b>	18 Excess or (deficit) for the year (subtract line 17 from line 9)	18	-23,030
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	238,258
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 <b>Net assets or fund balances at end of year.</b> Combine lines 18 through 20	21	215,228

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2021)

**Part II Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year		(B) End of year
<b>22</b> Cash, savings, and investments	<b>238,258</b>	<b>22</b>	<b>215,164</b>
<b>23</b> Land and buildings	<b>0</b>	<b>23</b>	
<b>24</b> Other assets (describe in Schedule O)	<b>0</b>	<b>24</b>	<b>64</b>
<b>25 Total assets</b>	<b>238,258</b>	<b>25</b>	<b>215,228</b>
<b>26 Total liabilities</b> (describe in Schedule O)	<b>0</b>	<b>26</b>	<b>0</b>
<b>27 Net assets or fund balances</b> (line 27 of column (B) must agree with line 21)	<b>238,258</b>	<b>27</b>	<b>215,228</b>

**Part III Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose?

See Schedule O

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

**Expenses**  
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

<b>28</b> TO ENCOURAGE COMMUNITY AWARENESS AND ACTIVE ENVIRONMENTAL STEWARDSHIP			
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>		<b>28a</b>	
<b>29</b>			
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>		<b>29a</b>	
<b>30</b>			
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>		<b>30a</b>	
<b>31</b> Other program services (describe in Schedule O)			
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>		<b>31a</b>	<b>54,792</b>
<b>32 Total program service expenses</b> (add lines 28a through 31a)		<b>32</b>	<b>54,792</b>

**Part IV List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated — see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
RAY HANNAH CHAIRPERSON	0.00	0	0	0
BOBBIE LAMINACK DIRECTOR	0.00	0	0	0
STEVE HURWITZ DIRECTOR	0.00	0	0	0
LARRY REED DIRECTOR	0.00	0	0	0
LOUIE DEATON DIRECTOR	0.00	0	0	0

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?
35b If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O
35c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N
37a Enter amount of political expenditures, direct or indirect, as described in the instructions
37b Did the organization file Form 1120-POL for this year?
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?
38b If "Yes," complete Schedule L, Part II, and enter the total amount involved
39 Section 501(c)(7) organizations. Enter:
39a Initiation fees and capital contributions included on line 9
39b Gross receipts, included on line 9, for public use of club facilities
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955
40b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I
40c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958
40d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization
40e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T
41 List the states with which a copy of this return is filed
42a The organization's books are in care of CHUCK JOHNSON CPA Telephone no. 770-683-9287
560 NEWMAN CROSSING BYPASS
Located at NEWMAN GA ZIP + 4 30265
42b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country
See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).
42c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44c Did the organization receive any payments for indoor tanning services during the year?
44d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?
45b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

Table with 2 columns: Yes, No. Row 46: Yes (empty), No (X)

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

Table with 2 columns: Yes, No. Row 47: Yes (empty), No (X)

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

Table with 2 columns: Yes, No. Row 48: Yes (empty), No (X)

49a Did the organization make any transfers to an exempt non-charitable related organization?

Table with 2 columns: Yes, No. Row 49a: Yes (empty), No (X)

b If "Yes," was the related organization a section 527 organization?

Table with 2 columns: Yes, No. Row 49b: Yes (empty), No (X)

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 5 columns: (a) Name and title of each employee, (b) Average hours per week devoted to position, (c) Reportable compensation, (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation. Row 1: None

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 3 columns: (a) Name and business address of each independent contractor, (b) Type of service, (c) Compensation. Row 1: None

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A

Table with 2 columns: Yes, No. Row 52: Yes (X), No (empty)

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer BOBBIE LAMINACK, Type or print name and title DIRECTOR, Date

Paid Preparer Use Only: Print/Type preparer's name CHUCK JOHNSON, Preparer's signature CHUCK JOHNSON, Date 09/22/22, Firm's name Chuck Johnson CPA PC, Firm's address 560 Newnan Crossing Bypass, Suite 125 Newnan, GA 30265, Firm's EIN 58-2022357, Phone no. 770-683-9287

May the IRS discuss this return with the preparer shown above? See instructions

Table with 2 columns: Yes, No. Row: Yes (X), No (empty)

**SCHEDULE A**  
(Form 990)

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2021**

**Open to Public Inspection**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

Department of the Treasury  
Internal Revenue Service

Name of the organization

**BEAR CREEK NATURE CENTER INC.**

Employer identification number

**58-1769290**

**Part I Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2  A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: .....
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: .....
- 10  An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations .....
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10.

12 Gross receipts from related activities, etc. (see instructions) 12
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Row 14: Public support percentage for 2021 (line 6, column (f) divided by line 11, column (f)) 14 %
Row 15: Public support percentage from 2020 Schedule A, Part II, line 14 15 %

16a 33 1/3% support test—2021. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
b 33 1/3% support test—2020. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
17a 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization
b 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions



**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	200,282	34	4,629	17,429	31,073	253,447
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose					689	689
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 through 5	200,282	34	4,629	17,429	31,762	254,136
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						254,136

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
<b>9</b> Amounts from line 6	200,282	34	4,629	17,429	31,762	254,136
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)	200,282	34	4,629	17,429	31,762	254,136
<b>14 First 5 years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	<b>15</b>	100.00 %
<b>16</b> Public support percentage from 2020 Schedule A, Part III, line 15	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	<b>17</b>	%
<b>18</b> Investment income percentage from 2020 Schedule A, Part III, line 17	<b>18</b>	%

- 19a 33 1/3% support tests—2021.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶
- b 33 1/3% support tests—2020.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** *(continued)*

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
<b>11a</b>		
<b>b</b> A family member of a person described on line 11a above?		
<b>11b</b>		
<b>c</b> A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		
<b>11c</b>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>1</b>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		
<b>2</b>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
<b>1</b>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>1</b>		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>2</b>		
<b>3</b> By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
<b>3</b>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. <i>Complete line 2 below.</i>			
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. <i>Complete line 3 below.</i>			
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. <i>Describe in Part VI how you supported a governmental entity (see instructions).</i>			
<b>2</b> Activities Test. <i>Answer lines 2a and 2b below.</i>			
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		Yes	No
<b>2a</b>			
<b>b</b> Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>			
<b>2b</b>			
<b>3</b> Parent of Supported Organizations. <i>Answer lines 3a and 3b below.</i>			
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No," provide details in Part VI.</i>			
<b>3a</b>			
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>			
<b>3b</b>			

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors ( <i>explain in detail in Part VI</i> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required— <i>provide details in Part VI</i> )	
6 Other distributions ( <i>describe in Part VI</i> ). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive ( <i>provide details in Part VI</i> ). See instructions.	
9 Distributable amount for 2021 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required— <i>explain in Part VI</i> ). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016 .....			
b From 2017 .....			
c From 2018 .....			
d From 2019 .....			
e From 2020 .....			
f <b>Total</b> of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2021 Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 <b>Excess distributions carryover to 2022.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017 .....			
b Excess from 2018 .....			
c Excess from 2019 .....			
d Excess from 2020 .....			
e Excess from 2021 .....			

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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**SCHEDULE O  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2021**

**Open to Public Inspection**

Name of the organization

**BEAR CREEK NATURE CENTER INC.**

Employer identification number

**58-1769290**

**Form 990-EZ, Part I, Line 16 - Other Expenses**

Description	Amount
<b>Expenses</b>	
Advertising and Promotion	\$ 411
Office	\$ 176
Insurance	\$ 8,745
<b>Total</b>	<b>\$ 9,332</b>

**Form 990-EZ, Part II, Line 24 - Other Assets**

Description	Beg. of Year	End of Year
UNDEPOSITED FUNDS	\$ 0	\$ 64
<b>Total</b>	<b>\$ 0</b>	<b>\$ 64</b>

**Form 990-EZ, Part III - Primary Exempt Purpose**

TO ENCOURAGE COMMUNITY AWARENESS AND ACTIVE ENVIRONMENTAL STEWARDSHIP THROUGH EDUCATION AND WILDLIFE REHABILITATION PROGRAMS.

**Form 990-EZ, Part III, Line 31 - All Other Accomplishment**

TO ENCOURAGE COMMUNITY AWARENESS AND ACTIVE ENVIRONMENTAL STEWARDSHIP THROUGH EDUCATION AND WILDLIFE REHABILITATION PROGRAM

Form **990****Two Year Comparison Report****2020 & 2021**

For calendar year 2021, or tax year beginning , ending

Name

Taxpayer Identification Number

**BEAR CREEK NATURE CENTER INC.****58-1769290**

		2020	2021	Differences
<b>Revenue</b>	1. Contributions, gifts, grants .....	1. 15,900		-15,900
	2. Membership dues and assessments .....	2. 1,510		-1,510
	3. Government contributions and grants .....	3.		
	4. Program service revenue .....	4.		
	5. Investment income .....	5. 19		-19
	6. Proceeds from tax exempt bonds .....	6.		
	7. Net gain or (loss) from sale of assets other than inventory .....	7.		
	8. Net income or (loss) from fundraising events .....	8.		
	9. Net income or (loss) from gaming .....	9.		
	10. Net gain or (loss) on sales of inventory .....	10.		
	11. Other revenue .....	11.		
	12. <b>Total revenue.</b> Add lines 1 through 11	12. 17,429		-17,429
<b>Expenses</b>	13. Grants and similar amounts paid .....	13.		
	14. Benefits paid to or for members .....	14.		
	15. Compensation of officers, directors, trustees, etc. ....	15.		
	16. Salaries, other compensation, and employee benefits .....	16. 20,635		-20,635
	17. Professional fundraising fees .....	17.		
	18. Other professional fees .....	18. 2,632		-2,632
	19. Occupancy, rent, utilities, and maintenance .....	19. 13,426		-13,426
	20. Depreciation and Depletion .....	20.		
	21. Other expenses .....	21. 8,955		-8,955
	22. <b>Total expenses.</b> Add lines 13 through 21	22. 45,648		-45,648
	23. <b>Excess or (Deficit).</b> Subtract line 22 from line 12	23. -28,219		28,219
<b>Other Information</b>	24. Total exempt revenue .....	24. 17,429		-17,429
	25. Total unrelated revenue .....	25.		
	26. Total excludable revenue .....	26. 19		-19
	27. Total assets .....	27. 238,258		-238,258
	28. Total liabilities .....	28.		
	29. Retained earnings .....	29. 238,258		-238,258
	30. Number of voting members of governing body .....	30.		
	31. Number of independent voting members of governing body .....	31.		
	32. Number of employees .....	32.		
	33. Number of volunteers .....	33.		



Form **990****Tax Return History****2021**

Name

**BEAR CREEK NATURE CENTER INC.**

Employer Identification Number

**58-1769290**

	2017	2018	2019	2020	2021	2022
Contributions, gifts, grants .....			4,017	15,900		
Membership dues .....			600	1,510		
Program service revenue .....						
Capital gain or loss .....						
Investment income .....			12	19		
Fundraising revenue (income/loss) .....						
Gaming revenue (income/loss) .....						
Other revenue .....						
<b>Total revenue</b> .....			<b>4,629</b>	<b>17,429</b>		
Grants and similar amounts paid .....						
Benefits paid to or for members .....						
Compensation of officers, etc. ....						
Other compensation .....			5,618	20,635		
Professional fees .....			185	2,632		
Occupancy costs .....			15,967	13,426		
Depreciation and depletion .....						
Other expenses .....			7,931	8,955		
<b>Total expenses</b> .....			<b>29,701</b>	<b>45,648</b>		
<b>Excess or (Deficit)</b> .....			<b>-25,072</b>	<b>-28,219</b>		
Total exempt revenue .....			4,629	17,429		
Total unrelated revenue .....						
Total excludable revenue .....			12	19		
Total Assets .....			266,477	238,258		
Total Liabilities .....						
Net Fund Balances .....			266,477	238,258		

581769290 BEAR CREEK NATURE CENTER INC.

9/22/2022 10:11 AM

58-1769290

**Federal Statements**

FYE: 12/31/2021

**Schedule A, Part III, Line 1(e)**

Description	Amount
Membership Dues and Assessments	\$ 1,467
DONATIONS-GENERAL	21,188
ADMISSION FEES	2,239
GIFT SHOP	2,666
ENVIRONMENTAL EDUCATION	2,213
SPECIAL EVENTS	1,300
Total	\$ <u>31,073</u>

**Schedule A, Part III, Line 2(e)**

Description	Amount
BUILDING RENTAL	\$ 14
	<u>675</u>
Total	\$ <u>689</u>

## Georgia Return Summary

For calendar year 2021, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

### BEAR CREEK NATURE CENTER INC.

#### Annual Reporting Information

Federal employer identification number 58-1769290  
 Annual Reporting, Federal 990 X  
 Annual Reporting, Federal 990PF \_\_\_\_\_  
 Georgia 600-T, Unrelated Business Income \_\_\_\_\_  
 Return due date/ Extended due date 05/16/22  
 Amended (GA 600-T) \_\_\_\_\_

#### Charitable Registration Information

Georgia registration number \_\_\_\_\_  
 Initial Application \_\_\_\_\_  
 Renewal \_\_\_\_\_  
 Reinstatement \_\_\_\_\_  
 Amended (C100) \_\_\_\_\_  
**C100 Registration Fee** \_\_\_\_\_

#### Income

Georgia taxable income (unrelated business income) \_\_\_\_\_

#### Tax

Tax on taxable income \_\_\_\_\_

#### Credits and Payments

Payments and Credits \_\_\_\_\_  
 Withholding Credits \_\_\_\_\_  
 Schedule 3B Refundable Tax Credits \_\_\_\_\_  
**Total payments** \_\_\_\_\_

#### Net tax due /-overpayment

\_\_\_\_\_

#### Penalties and Interest

Underpayment tax penalty \_\_\_\_\_  
 Interest and Other Penalties \_\_\_\_\_

#### Net amount due/-refund

\_\_\_\_\_

#### Overpayment to be credited to next year's estimated tax

\_\_\_\_\_

#### Balance due/-refund

\_\_\_\_\_

#### Next Year's Estimates

1st quarter \_\_\_\_\_  
 2nd quarter \_\_\_\_\_  
 3rd quarter \_\_\_\_\_  
 4th quarter \_\_\_\_\_  
**Total** \_\_\_\_\_

BEAR CREEK NATURE CENTER

Board Meeting February 16, 2023

Directors Present: Louie Deaton, Chip Denton, Ray Hannah, Steve Hurwitz,  
Tommy Jackson, Bobbie Laminack, Mary Collins  
Shepard,

The quarterly meeting was held at the Nature Center. The President called the meeting to order at 2:04 PM, February 16, 2023.

The minutes of the November 15, 2022, quarterly meeting were approved.

The President reported that the Annual Membership meeting was held November 7, 2022 and that the slate of Directors as submitted to the membership was approved. One director, Lynda Kozarski, later resigned as she is moving out of state.

The President next presented the slate of officers for 2023. The following officers were elected to serve for 2023:

President, Chip Denton  
Chairman, Steve Hurwitz  
CFO, Tommy Jackson  
Secretary, Teri Taylor

The Executive Director gave an update on the proposed grant from Fulton County. During the 4<sup>th</sup> quarter the Nature Center received information that Fulton County will be giving the Center grants of \$200,000 for operations and \$500,000 for capital expenditures. The Executive Director met with two employees from the County to get details of the grants. There are still a lot of unknowns about the grants and when the Center will actually receive any funds. The next critical step is the approval of the County's annual budget. The Board will be kept up to date as new information is received.

The Center had several Meet 'n Greet programs during the 4<sup>th</sup> quarter along with an all-day program with Landmark Christian School and programs for several homeschool groups. Bookings for 2023 are beginning to come in and a busy spring is anticipated. Woodward Academy has 4 Saturdays scheduled with 250 students.

UAB donated an amphiuma, 3 native turtles, 2 native frogs and a native king snake that are now on exhibit.

A total of 26 volunteers worked 448 hours during the quarter.

The CFO presented the financial report for 2022. The Center had a surplus of \$9,305 for the year.

The President presented the list of new members joining during the quarter and the Board approved the list.

Chip Denton and Mary Collins Shepard will head up a committee to recommend improvements to the Center's entrance.

The attorney is working to get tax exempt status for the Nature Center property. He has requested additional information from the staff which is being sent to him.

There being no further business the meeting was adjourned at 3:20 PM.

Ray Hannah  
Acting Secretary

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Boulevard Duluth, GA 30096 770 282-0202	CONTACT NAME: <b>Lorie Anslem</b>	
	PHONE (A/C, No, Ext): <b>678-475-5701</b>	FAX (A/C, No): <b>770-232-9202</b>
	E-MAIL ADDRESS: <b>lorie.anslem@epicbrokers.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>Massachusetts Bay Insurance Company</b>	<b>22306</b>
INSURED <b>Bear Creek Nature Center, Inc.</b> <b>P. O. Box 911</b> <b>Fairburn, GA 30213</b>	INSURER B : <b>Westchester Fire Insurance Company</b>	<b>10030</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDAD59152904	05/17/2022	05/17/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b> \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZDAD59152904	05/17/2022	05/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			ZDAD59152904	05/17/2022	05/17/2023	Bldg/Ded: \$1,073,218/\$5K
B	D&O			NFPGAF143458262005	07/01/2022	07/01/2023	Limit: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fulton County</b> <b>141 Pryor Street</b> <b>Suite 2030</b> <b>Atlanta, GA 30303</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
P.O. Box 2508  
Cincinnati, OH 45201

BEAR CREEK NATURE CENTER INC  
PO BOX 911  
FAIRBURN, GA 30213-0911

**Date:**  
10/07/2022  
**Employer ID number:**  
58-1769290  
**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
**Accounting period ending:**  
December 31  
**Public charity status:**  
509(a)(2)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
May 15, 2022  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053676004712

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

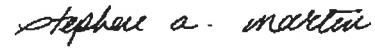
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements





# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### RECEIPT

#### Filer Information

Norma G Lewis  
6300 Cochran Mill Rd.  
Chattahoochee Hills, GA 30268

#### Transaction Details

Product Description	Business Name	Control No.	Shipped	Order Date	Item Cost	Expedite Fee	Service Charge	Total
Annual Registration	Bear Creek Nature Center, Inc.	J722862	Online	01/21/2022	90.00	0.00	0.00	90.00

Invoice Total: \$90.00

#### Payment Details

Payment Type	Check/Reference No.	Amount
Credit Card - Discover	#####0944	90.00

Payment Total: \$90.00

In kind support:

We receive approximately 5,000 volunteer hours per year, assisting with animal care, marketing, artwork, guest services, maintenance, yard work, etc.

5,000 hours @ \$13.00 hour = \$65,000 per year in in-kind services.