

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

**BETWEEN FULTON COUNTY, GEORGIA
AND
BEAR CREEK NATURE CENTER, INC.**

THIS CONTRACT, entered into this ____ day of _____, 2024, 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 “the Nature Center”) and collectively the “Parties.”

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts and Culture (“FCDAC”), has determined a need for environmental educational services in the County; and

WHEREAS, Fulton County, through its FCDAC, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3) under a contract (“Contract”); 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 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, the Board of Commissioners, through the approval of the County’s budget for 2024 authorizes and designates \$200,000.00 for the Nature Center to provide funding to support environmental education services 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 Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization; and

WHEREAS, Fulton County is authorized to enter into this Contract 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 Contract, the County shall provide financial assistance in the amount of Two Hundred Thousand Dollars (\$200,000.00) for environmental education services and programming at 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” shall be as follows: The total amount payable to the Nature Center per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

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

The Nature Center shall submit all necessary documentation to FCDAC as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Division Manager-Arts & Culture within the Department of Arts & Culture through the WebGrants awards portal. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

3.0 TERM OF CONTRACT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2024, 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 Contract. However, unless good cause is shown, should the Nature Center not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this Contract shall be immediately returned to the County.

4.0 TERMINATION/SUSPENSION OF CONTRACT

4.1 TERMINATION OF CONTRACT FOR CAUSE

Either County or the Nature Center may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract 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 Contract. 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 Contract 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 Contract 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.

4.3 SUSPENSION

The County may by written notice to the Nature Center, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, the Nature Center must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Nature Center will immediately resume performance under this Contract as required in the notice.

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 Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s) and shall be retained for at least three (3) years after expiration of this Contract or completion of 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 Contract.

7.0 REVERSION OF ASSETS AND EQUIPMENT

Upon expiration or termination of this Contract, 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 Contract, 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 Contract 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 Contract 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 Contract.

13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract 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 Contract 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 Contract or agreement with any other funding source during the course of this Contract, 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 Contract, discontinue future funding hereunder, and demand the refund or return of funds previously paid to or on behalf of the Nature Center.

14.0 NO THIRD-PARTY BENEFICIARY

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Nature Center and the County.

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
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 Contract will be executed and implemented in Fulton County. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton County Superior Courts. If any part of this Contract 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 Contract shall be in full force and effect.

17.0 INSURANCE

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

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused MOU to be executed and delivered on this, the _____ day of _____, 2024.

For Bear Creek Nature Center, Inc.

Attest:

Norma Lewis, Director
Bear Creek Nature Center, Inc.

(Signature)

Name (Typed or Printed)

Title

(Seal)

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts and Culture

Office of the County Attorney

ATTACHMENT "A"

SCOPE OF WORK

BEAR CREEK NATURE CENTER, INC.

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) allocated to the Nature Center, the Nature Center agrees to provide scheduled arts programming, exhibitions, and arts educational services for the benefit of Fulton County citizens and visitors. The Nature Center also agrees to provide the following program administration and evaluation information **by uploading the required documentation into the awards management portal by logging into the established account at fulton.dullestech.net:**

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 Contract, 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 and Culture with:
 - A. Copy of Bear Creek Nature Center's 2024 Work Plan, including program service goals and objectives;
 - B. Schedule of 2024 programs and special events and projected participation.
 - C. A copy of the 2023 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 (10th) day of each month during the term of this Contract, 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, 2024; 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, 2024.
6. Contract funding will be paid out in one disbursement.

**ATTACHMENT “B”
INSURANCE AND LIABILITY**

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

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

Comprehensive General Liability

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|---|-----------|
| 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 |