



Fulton County Board of Commissioners
Agenda Item Summary

18-0978

BOC Meeting Date
 12/19/2019

Requesting Agency
 Arts and Culture

Commission Districts Affected
 All Districts

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

The Department of Arts & Culture requests approval to enter into a 10 year lease Memorandum of Understanding with the City of Union City for the relocation of artwork entitled: "Wisdom Bridge," by artist Richard Hunt. There is no cost associated with this MOU agreement for Fulton County.

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

In accordance with State of Georgia O.C.G.A. § 36-10-1, requests for approval of contractual agreements shall be in writing and spread on the Board minutes; See, also, O.C.G.A. § 36-1-19.1 regarding charitable contribution to serve the interest of the citizens of the County.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes All People are culturally and recreationally enriched

Is this a purchasing item?

No

Summary & Background

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

Scope of Work: Relocation of artwork entitled: "Wisdom Bridge" from the Plaza of Central Library to the City of Union City for a 10 year lease due to major renovation of Central Library.

Community Impact: Maintaining an artwork within Fulton County by prominent international artist Richard Hunt affords County residents an opportunity to continue to enjoy the work and serves as an economic generator through tourism.

Department Recommendation: The Department of Arts & Culture requests approval to enter into a 10 year lease MOU with the City of Union City for the relocation of artwork "Wisdom Bridge" by artist Richard Hunt. There is no cost associated with this MOU agreement for Fulton County.

Project Implications: Because of major renovations of Central Library, Wisdom Bridge required relocation. The MOU will allow for the County to maintain a significant and valuable piece of art in its public art collection for residents to enjoy.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

History of BOC Agenda Item: N/A

Agency Director Approval		County Manager's Approval
Typed Name and Title Lionell Thomas, Director	Phone 12/10/18	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Contract & Compliance Information

(Provide Contractor and Subcontractor details.)

Agency Director Approval		County Manager's Approval
Typed Name and Title Lionell Thomas, Director	Phone 12/10/18	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				
Total Contract Value	.			
Total M/FBE Values	.			
Total Prime Value	.			
Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>			
N/A				
Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>			
Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>			

Agency Director Approval		County Manager's Approval
Typed Name and Title Lionell Thomas, Director	Phone 12/10/18	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement

Contract Attached: .	Previous Contracts: .		
Solicitation Number: .	Submitting Agency: .	Staff Contact: Lionell Thomas, Director	Contact Phone: 4046125783

Description:.

FINANCIAL SUMMARY

Total Contract Value:	MBE/FBE Participation:
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

Grant Information Summary:

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

Funding Line 1: N/A	Funding Line 2: .	Funding Line 3: .	Funding Line 4: .
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KEY CONTRACT TERMS

Start Date: .	End Date: .
Cost Adjustment: .	Renewal/Extension Terms: .

ROUTING & APPROVALS
(Do not edit below this line)

X	Originating Department:	Thomas, Lionell	Date: 12/10/2018
X	County Attorney:	Stewart, Derval	Date: 12/10/2018
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 12/11/2018

INTERGOVERNMENTAL VISUAL ART LOAN **AGREEMENT**

This Art Loan Agreement (the “Agreement”) is entered into between Fulton County, Georgia on behalf of the Department of Arts and Culture (the “County”) and City of Union City, Georgia (the “City”) on the date last acknowledged below.

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipal corporation chartered by the State of Georgia; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto to enter into this Agreement as authorized in Article IX, Section III, Paragraph I of the Georgia Constitution.

WHEREAS, the City and County wish to enter into this IGA to loan, on a long-term basis the work of art identified as “Wisdom Bridge” (“WB” or the “Art”), currently owned by the County and displayed at the County’s Central Library, to the City of Union City for display near the intersection of Shannon Parkway and Flat Shoals Road, exact location and coordinates illustrated in the attached Exhibit A. (“Location”);

NOW THEREFORE, in consideration of the stated promises, intending to be legally bound hereby and for other good and valuable consideration, the County and City (the “Parties”) do mutually covenant, promise and agree as follows:

Representations and Warranties

1. The County warrants and represents to the City that the County is the sole and legal copyright holder and sole and legal owner of the Art. The County will at all times maintain ownership of the Art.
2. The person executing this Agreement on behalf of each party hereby warrants and represents that he or she has the full competency, power and authority to bind such entity in accordance with the terms of this Agreement.

Insurance

3. The City assumes sole responsibility for loss or damage to the Art.
4. The City agrees to insure the Art for no less than Six Hundred Thousand Dollars (\$600,000.00), in reliance upon Artist’s representation that the Art has a fair market value of (\$600,000.00) (see the attached Exhibit B).
5. The City agrees to insure the Art under its appropriate insurance policy and name the County as “Loss Payee”.
6. In the event that the fair market value of the Art increases, the City agrees to increase the insured value of the Art to match the increase. It is the responsibility of the County to notify the City, in writing and with documentation, of increases in fair market value and of current insurance valuations.
7. The City shall furnish the County with original Certificates of Insurance, which must be approved by the County’s Risk Manager. All certificates and endorsements are to be received and approved by the County’s Risk Manager before de-installing and transporting the Art. Insurance must provide a provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to the County’s

Risk Manager.

Care, Preservation and Exhibition

8. The City agrees to pay all expenses associated with the de-installation, transport, delivery and installation of the Art at the Location.
9. The City agrees to give the Art the same care as it does comparable property of its own. The City agrees to take reasonable precautions to protect the Art from fire, theft, damage, water, mishandling, dirt, vermin, pests, and extreme changes in light and humidity while in the custody of City. In the event that the Art is damaged in any way while in the custody of City, the City agrees that it is solely responsible for providing insurance for such damage.
10. The City agrees to notify the County immediately of any damage that occurs to the Art or if the City anticipates beforehand that damage may occur to the Art. If the Art is in immediate danger of being damaged by flooding, water, or fire, the City may move the Art to a safe location, provided that the City uses reasonable care in moving the Art.
11. The City agrees to inspect the Art prior to signing this Agreement and to notify the County immediately if it finds any damage to the Art.
12. The City agrees not to lend, loan, sell, or use as collateral the Art or any derivations of the Art.
13. The City agrees not to modify or change the Art in any way, shape, or manner, except as outlined in this Agreement.
14. Except as specified in this Agreement, while the Art is in the custody of the City, the City agrees not to undertake any maintenance, alteration, restoration, relocation and/or repair of the Art without the express, written permission of the County.
15. The City will engage an appropriate third-party inspector or internal Art Conservator to perform routine maintenance, cleaning and inspection of the Art once per 12 months or as needed. Any recommendations made by the inspector will be implemented by the City at the City's expense, after express written permission is provided by the County. Any reports and recommendations generated by the inspector shall be shared with the County's Arts & Culture Department.

Reproduction and Credit

16. The City will give credit to the County as the owner of the Art on any publicity material or catalog produced and/or distributed by the City that displays the Art except when the Art appears incidentally.
17. The Art may be photographed or video-taped by the general public.

Duration and Termination

18. Each Party shall have the right to terminate the Agreement upon thirty (30) days written notice to the other Party. This Agreement will shall commence on the effective date and will terminate on December 31, 2028 ("Initial Term"). If no action is taken by either party to terminate this Agreement, it will automatically renew for five (5) years ("Renewal Terms"), not to exceed two (2) renewal terms.
19. The Art will be returned only to the County. The County shall be responsible for any cost incurred returning the Art.

Miscellaneous

20. All notices provided for in this Agreement shall be sent by certified mail, return receipt

requested, or by private delivery service to the Parties at the addresses set forth below.

For the County: Fulton County Arts and Culture
 Attn: Director
 141 Pryor Street, SW, Suite 2030
 Atlanta, Georgia, 30303

For City: City of Union City, GA
 Attn: Mayor
 5047 Union Street,
 Union City, GA 30291

21. This Agreement shall be binding on all Parties, as well as the respective Parties' personal representatives, agents, attorneys, heirs, assigns, or successors in interest.
22. This Agreement constitutes the Parties' entire agreement with respect to the subject matter. Any amendment to the Agreement must be in writing and signed by the County and the City.
23. This Agreement shall be governed by the laws of the State of Georgia and any suit to enforce the Agreement shall be brought in any court of competent jurisdiction situated in Fulton County, Georgia.
24. If any term or condition of this Agreement shall be deemed to be contrary to the laws of the State of Georgia, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms or conditions or applications shall continue in full force and effect.
25. Each of the Parties, by the execution of this Agreement, acknowledges that it has had a fair and adequate opportunity to read and understand all of the provisions of this Agreement and has signed the same freely and willingly.
26. This Agreement may be signed in two duplicate originals each of which shall be deemed an original, but which together shall constitute one and the same instrument.
27. This Agreement shall not be deemed effective until signed by all the Parties.

(Signatures on following page)

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Jesse A. Harris
Clerk to the Commission

(Affix County Seal)

CONTRACTOR:

CITY OF UNION CITY, GEORGIA

Vince Williams
Mayor

ATTEST:

City Clerk

(Affix Seal)

APPROVED AS TO FORM:

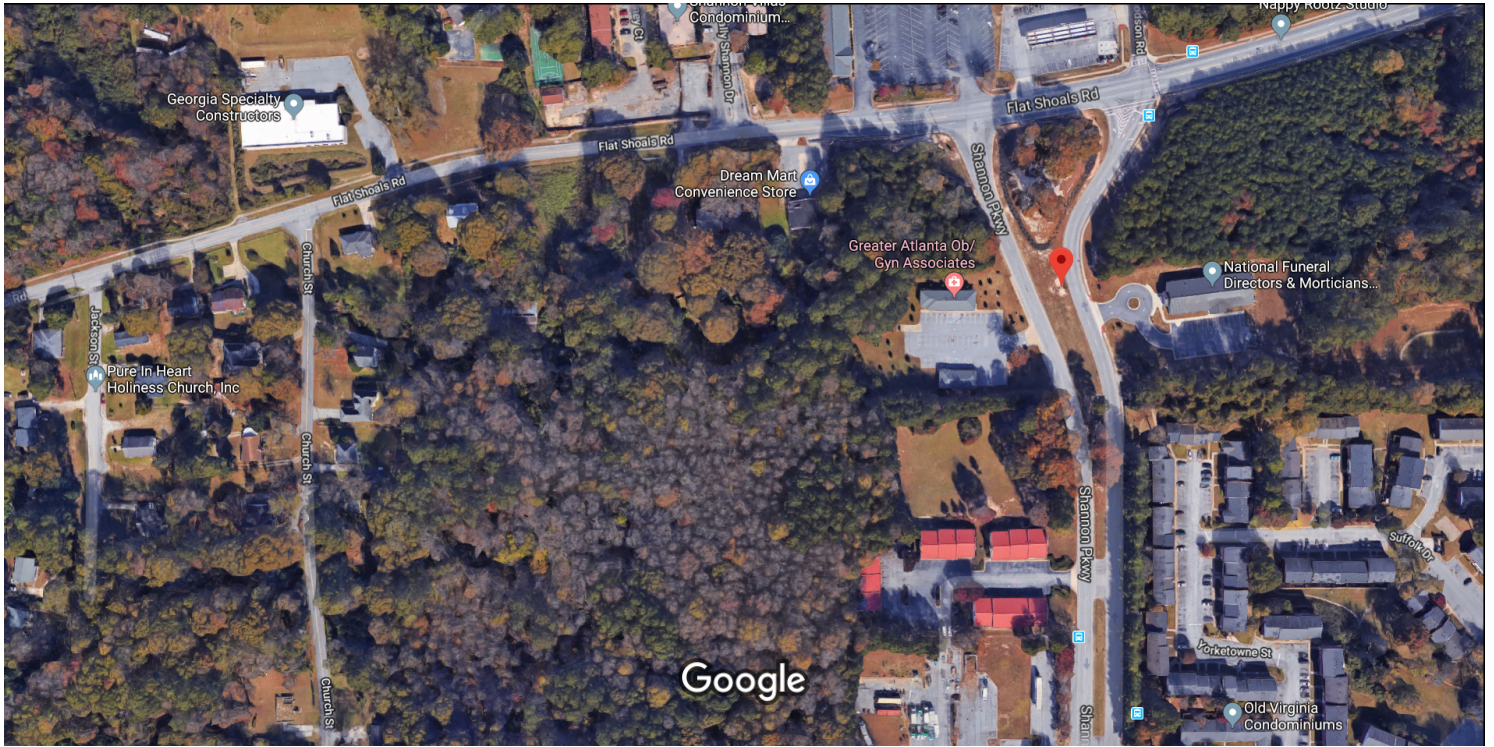
Office of the County Attorney

APPROVED AS TO CONTENT:

Lionel Thomas, Director
Department of Arts and Culture

Exhibit A

Location of Sculpture



Imagery ©2018 Google, Map data ©2018 Google 100 ft

Exhibit B

Valuation Documentation

41. Artwork located, Exterior Central Library

Appraised Value \$600,000

Title/Description: Wisdom Bridge

Artist/maker: Richard Hunt (American, b. 1935)

Origin/country: America

Medium/Support: Welded stainless steel

Dimensions: c. 7 feet tall and 25 feet wide

Signature/markings: N/A

Date: 1990

Condition: Good



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Note: Because this piece is unique and was commissioned, we had to look at replacement cost. Therefore, we asked Richard Hunt on how much it would cost if he had to reproduce this sculpture today. He responded on 3/25 that it would be \$600,000.

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WIDOW BRIDGE
1960
BY
SCULPTOR
RICHARD ROY
COLLECTOR

Residence Inn
VALET
PARKING

18-0978

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Packet Page -621-

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