

CONTRACT FOR SERVICES AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *The Atlanta Opera*

THIS CONTRACT FOR SERVICES, is made and entered into on this 18 day of June, 2025, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as “County”) and **The Atlanta Opera**, (hereinafter referred to as the “Contractor”), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the Fulton County Arts Council (“Arts Council”) was created by the Fulton County Board of Commissioners (“BOC”) on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS, the Contractor has submitted to the Fulton County Department of Arts & Culture (“FCAC”), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. The Contractor agrees and obligates itself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which are incorporated by reference as if fully set forth herein). The Contractor further agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County’s Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services.

The proposed Scope of Services for this Contract is summarized as follows:

The Atlanta Opera will provide arts education programs to approximately 21,449 pre-K-12 Fulton County students including Studio Tour (an interactive 45-minute opera abridgment, offered virtually and in person), final dress rehearsals of mainstage operas, Opera Storytime, and workshops and masterclasses. In addition, TAO will provide community programming featuring opera performances and learning opportunities to engage approximately 8,990 community members at various settings in Fulton County including Morehouse College.

II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. The Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **THIRTEEN THOUSAND FIVE HUNDREDDollars, (13500)** from funds approved and allocated to FCAC's fiscal budgets for 2025. Payment of the Contract amount is subject to budget appropriations for 2025 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Contractor may request payment for 100 percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D).

2. Requirement

Additionally, the Contractor must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any, and all communication with the BO, and all the terms and conditions of this Contract. Meeting the Progress Report set forth in paragraphs III (B)(1) and III (D) of the Contract.

3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless the Contractor complies with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any, and all

communication with the BOC, and all of the terms and conditions of this Contract for Services.

B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2025.** The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2026**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **August 15, 2025**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this

Contract for Services. Contractor shall submit (1) one Invoice Form for the 100% payment of the contract award with the Contract by **August 15, 2025**.

E. Extension of Deliverables in Scope of Services

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Services) of this Contract for Services. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **September 19, 2025** and should detail the reason for the request for the extension, requested final date for completion, and other pertinent details. The extension granted herein by the FCAC Director shall not be construed as an amendment of the Contract for Services, which can only be made by a formal amendment approved by the BOC and executed by the Chairman pursuant to Paragraph X below. However, the extension granted herein by the FCAC Director shall survive the termination or expiration of the Contract for Services and the failure of the contractor to provide the deliverables in the time permitted by the extension shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written notification will also indicate the new anticipated dates for project completion and for the submission of the Final Report.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services described in Paragraph I above.

1. Logo and Credit Line Usage

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

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2025, Usage Guidelines."
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.

- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
 - (1) Contractors receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."
 - (2) Contractors receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

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

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.

- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Contractors Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC, and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the

Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the BOC

1. Letters to the Commissioners

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 30, 2025**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which states that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national

origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VI. WARRANTIES AND REPRESENTATION

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VII. PURPOSE

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

VIII. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

IX. LOCATION OF SERVICES

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

X. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party. Fulton County may also terminate this Agreement for convenience by giving thirty (30) days written notice to the Contractor. The terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2025, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2026, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
 Fulton County Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **The Atlanta Opera**
 1575 Northside Drive, NW

Suite 350
Atlanta Georgia
30312

Attn: Jessica Langlois

With a copy to:

1575 Northside Drive, NW
Suite 350
Atlanta Georgia
30312

XIV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

XV. DURATION/CONTRACT PERIOD

The contract period for this Contract for Services is **January 1, 2025 to December 31, 2025**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2025**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVI. SEVERABILITY

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

XVII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract for Services shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2025 Contracts for Services Conditions for **The Atlanta Opera** from FCAC:

Address: **The Atlanta Opera**
 1575 Northside Drive, NW
 Suite 350
 Atlanta Georgia
 30312

Telephone: **(404) 881-8801**

EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC;

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

(<u>John Hauptert</u>),	(<u>Chair</u>),
(<u>Tomer Zvulun</u>),	(<u>General & Music Director</u>),
Name(s)	Title(s)

<<CONTRACTOR>> Atlanta Opera

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.

- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

Signed by: John Hauptert
0CD774BFAT3C4E9...
Signature of Authorized Official

08/25/2025 | 9:01 AM PDT
Date

Signed by: Tomer Zvulun
D76EE17C2DB648B...
Signature of Authorized Official

09/03/2025 | 9:58 AM EDT
Date

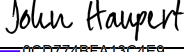
IN WITNESS THEREOF, the Parties hereto have caused this Contract for Services to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day of and year written above.

FULTON COUNTY, GEORGIA

[CONTRACTOR] Atlanta Opera

Signed by:

 Robert L. Pitts, Chairman
 Fulton County Board of Commissioners

Signed by:

 [Insert name] John Haupt
 [Insert title] President/CEO

ATTEST:

CFS STAFF

ATTEST:

Please select Attest or Notary from the checkbox

[Authorized Signer 2]

Signed by:

 Tonya R. Grier
 Clerk to the Commission

Signed by:

 [Insert name] Tomer Zvulun
 [Insert title] General & Music Director
 ATTEST:
 Tomer Zvulun
 Notary Public
 Attest ☒ Notary
 Signed by:

 Letter of Authority(

(Affix County Seal)

Signed by:


County: Dekalb

Commission Expires: 4-24-2026

(LOA) 

APPROVED AS TO FORM:

LEGAL STAFF

Signed by:

 Office of the County Attorney

(Affix Seal)

 Signed by:
 BOC ITEM 25-0476

Attach a copy of the notarized signature page & LOA

APPROVED AS TO CONTENT:

DocuSigned by:

 Director, Fulton County Art Department

APPROVED JUNE 18, 2025
 Documents executed, scanned and transmitted 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."

2025 Contract for Services:	
ITEM# 25-0476	RCS: 06/18/25
ITEM#	RM:
RECESS MEETING	REGULAR MEETING

Please select RCS or RM

X RCS

Page 1

RM

Review and complete

Finish

ATTEST:

ATTEST:

Please select Attest or I
checkbox

[Authorized Signer 2]

Signed by:

Tomer Zvulun

[Insert name] Tomer Zvulun

[Insert title]

General & Artistic Directo

ATTEST:

Tomer Zvulun

Notary Public

Tonya R. Grier

Clerk to the Commission

(Affix County Seal)

County:

DeKalb



4.24.2026

Next

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director, Fulton County Art Department

BOC ITEM 25-0476

APPROVED JUNE 18, 2025

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

ITEM# RCS:		ITEM# RM:	
RECESS MEETING		REGULAR MEETING	

SIGNATURE PAGE - 2025 CONTRACTS FOR SERVICES - ORG.docx

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Letter of Authority

August 12, 2025

Fulton County Arts and Culture
141 Pryor Street, SW
2030
Atlanta, GA 30303

To Whom It May Concern:

This letter certifies that Tomer Zvulun, Carl W. Knobloch, Jr. General & Artistic Director, of The Atlanta Opera, Inc., tzvulun@atlantaopera.org, 404/881-2255, has the authority to enter into a contract on behalf of The Atlanta Opera, Inc. with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

A handwritten signature in black ink, appearing to read "John Haupt", with a large, stylized flourish extending from the end of the signature.

John Haupt
The Atlanta Opera Board of Directors, Chair



Letter of Authority

August 12, 2025

Fulton County Arts and Culture
141 Pryor Street, SW
2030
Atlanta, GA 30303

To Whom It May Concern:

This letter certifies that Tomer Zvulun, Carl W. Knobloch, Jr. General & Artistic Director, of The Atlanta Opera, Inc., tzvulun@atlantaopera.org, 404/881-2255, has the authority to enter into a contract on behalf of The Atlanta Opera, Inc. with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

A handwritten signature in black ink, appearing to read "John Haupt", with a large, stylized flourish extending to the left.

John Haupt
The Atlanta Opera Board of Directors, Chair



**GEORGIA COUNCIL FOR THE ARTS
GENERAL OPERATING SUPPORT (GOS) GRANT AGREEMENT FY26**

GRANT AMOUNT: \$ 10,000.00

PROGRAM: 01

STATE OF GEORGIA

START DATE: July 1, 2025

END DATE: June 30, 2026

COUNTY OF FULTON

CONTRACT NO.	EFFECTIVE DATE	DEPARTMENT	PROGRAM
FY26 GOS 93	July 1, 2025	4293201010	1461801
SUBCLASS NO.	ACCOUNT NO.	SAM UEI	FEIN
315	707012	DEJ9BP9AQFE3	58-1371843
STATE PROJECT CODE	FEDERAL/NEA PROJECT CODE	TOTAL AMOUNT OF FEDERAL FUNDS	FUND SOURCE
	23201001	\$ 10,000.00	23226
STATE OF GA AMOUNT	FEDERAL/NEA AMOUNT	TOTAL AMOUNT OF FEDERAL AWARD	TOTAL GRANT AMOUNT
\$	\$10,000.00	\$ 10,000.00	\$ 10,000.00
NEA FUNDS AWARDED TO GRANTEE IN GCA FY25 The federal award number is 1932213-61-24. Federal award date: May 21, 2024		NEA FUNDS AWARDED TO GRANTEE IN GCA FY26 The federal award number is 1942627-61-25. Federal award date: July 22, 2025	
Grant Type: FY25 Bridge Grant Contract Number: FY25 B 178 Grant Amount: \$ 32,400.00 Federally Funded Amount: \$ 32,400.00 Federal Amount Paid to Date: \$ 0.00 Federal Grant Source: 23201001		Grant Type: FY26 General Operating Support Grant Contract Number: FY26 GOS 93 Grant Amount: \$ 10,000.00 Federally Funded Amount: \$ 10,000.00 Federal Grant Source: 23201001	
Federal Award Project Description: To support arts programs, services, and activities associated with carrying out the agency’s National Endowment for the Arts-approved strategic plan.			
Does the award support Research & Development? No		Indirect cost rate for federal award: 0% Indirect cost rate for federal subaward: 0%	
Period of Performance: 7/1/2025-6/30/2026		Budget Period: 7/1/2025-6/30/2026	
Federal Agency: National Endowment for the Arts Pass-Through Entity: Georgia Council for the Arts Awarding Official: Tina Lilly, Executive Director Awarding Official Contact Information: 404-962-4827 • tlilly@gaarts.org			
If your organization received FEDERAL/NEA funds, the Assistance Listing Number/Title is 45.025 - Promotion of the Arts - Partnership Agreements - \$1,149,383.00			

This Agreement, made and entered into by and between the Georgia Department of Economic Development, a department of State government of Georgia, on behalf of Georgia Council for the Arts, (Collectively referred to as “GDEcD” or “GCA”), as Party of the First Part, and

The Atlanta Opera, Inc.
1575 Northside Drive NW
Suite 350
Atlanta, GA 30318

As Party of the Second Part (hereinafter called the Recipient). GCA and Recipient are collectively “the Parties”.

WITNESSETH:

WHEREAS, the mission of GCA is to cultivate the growth of vibrant, thriving Georgia communities through the arts; and

WHEREAS, GCA goals include using the arts to promote Georgia’s economic growth, to support strong connections between artists, arts organizations and the public resulting in community connections and an improved quality of life; to act as a catalyst for increased public awareness of the value of the arts and of Georgia’s rich cultural heritage; and to invest in the sustainability and advancement of Georgia’s creative sector; and

WHEREAS, GCA provides grant funding to eligible local governments and private non-profit organizations located within the state who have submitted an application prior to the respective submission deadline and whose application best meets GCA’s goals; and

WHEREAS, based upon Recipient's Application for the FY26 Grant ("Application"), GCA has determined that Recipient is an eligible applicant as defined in GCA's FY26 Grant Guidelines. Although the Application is not attached herewith, Recipient acknowledges that GCA has relied on the representations in the Application to determine Recipient's eligibility;

WHEREAS, based upon the Application, GCA has determined that Recipient meets all eligibility requirements as set forth in the Guidelines; and

WHEREAS, the Georgia Department of Economic Development is authorized and empowered to enter into Agreements with individuals, organizations, and institutions for cooperative endeavors furthering the objectives of GCA.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the cultural and educational advantages to the citizens of the State of Georgia, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF SERVICES PROVIDED BY RECIPIENT

1.1 Recipient agrees to fulfill the goals set forth in its application narrative, a copy of which is below:

FY26 General Operating Support

TAO’s artistic mission and goals are aligned with the two core strategies that support our new strategic plan, approved in June 2023. These are to produce great opera and to explore the future of opera in order to serve our increasingly diverse audience base.

With four mainstage productions, The Atlanta Opera offers southeastern residents 20 opportunities each year to see world-class, live opera. For our 46th season, we will present the mainstage series at the Cobb Performing Arts Centre with Verdi's La Traviata opening the season in November 2025. Mainstage continues in the spring with Mozart's The Marriage of Figaro, Puccini's Turandot, and Richard Wagner's Twilight of the Gods, the epic conclusion to the Ring Cycle.

The Discoveries series, intended for audiences seeking fresh perspectives, is designed to leverage civic dialogue around each work's aesthetic, social, and cultural aspects. The Discoveries series is presented at nontraditional venues and attracts many individuals new to the art form. Our FY26 Discoveries series will open in November 2025 with La Belle et La Bete, an opera by Phillip Glass based on John Cocteau's La Belle et La Bete and will be presented at the Cobb Performing Arts Centre. In September-October 2025, the Opera will partner with the Alliance Theatre to deliver a to be determined musical blockbuster.

In addition to a full season of productions, we serve new and longtime audiences by providing a range of education programs and community engagement events. TAO offers accessible education programs that reach approximately 100,000 students annually. The two most established educational programs within our suite of offerings are the Studio Tour and Final Dress Rehearsal.

TAO also hosts The Atlanta Opera Studio, a professional development program for emerging artists, and the 96-Hour Opera Festival, a competition designed to amplify the voices of composers and librettists from more diverse backgrounds. To date, the 96-hour Festival has fostered two commissions and 22 mini-operas from historically underrepresented artists. The Opera curates an annual series of community events and partnerships in order to encourage new audiences to engage with the art form.

- 1.2 Recipient agrees that all expenses will be incurred and work will be completed within the current fiscal year, July 1, 2025-June 30, 2026 (FY 26).
- 1.3 Recipient agrees to provide a 1:1 cash match to the award amount. Matching funds must be received by June 30, 2026. Failure to produce the proposed cash match results in cancellation of the unmatched portion of the award. In-kind contributions of goods, services, or space are not allowed as a match.
- 1.4 GCA agrees to pay Recipient the amount shown on Page One of this Agreement and Recipient agrees to apply the full amount to its undertaking.
- 1.5 At any time during the term of this Agreement should there be any discrepancies between Recipient's actual performance and the Application's goals or scope of work, Recipient must immediately contact GCA for adjustments to this Agreement.
- 1.6 Any statement or information provided by the Recipient in the Application or in connection therewith that is found to be intentionally incorrect, misleading, or otherwise misrepresented, may result in termination of this Agreement, and, in the event of termination under this paragraph, Recipient shall be required to immediately reimburse to GCA all funds provided by GCA to the Recipient under this Agreement.

2. ADHERENCE TO LAWS

- 2.1 GCA requires all grant recipients to adhere to the standards set forth by our partner agency, The National Endowment for the Arts, including but not limited to the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at: <https://www.arts.gov/sites/default/files/GTC-PARTNERSHIP-FY25-PLUS-6-25-25-FINAL.pdf>, which are incorporated into this Agreement as if set out fully herein, and the financial regulations at 2 C.F.R. § 200 et seq. Recipient represents and warrants that that it will adhere to and abide by all applicable federal

and state laws, regulations, and executive orders in the performance of this Agreement, including the provisions of **Appendices A, B, C, and D** of the General Terms and Conditions for Partnership Agreements for National Endowment for the Arts Awards found at: <https://www.arts.gov/sites/default/files/GTC-PARTNERSHIP-FY25-PLUS-6-25-25-FINAL.pdf>, which are incorporated into this Agreement as if set out fully herein.

- 2.2** Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to GCA’s payment decisions; and certifies that it does not operate any programs promoting “diversity, equity, and inclusion” (DEI) that violate any applicable Federal anti-discrimination laws.

3. ADHERENCE TO GRANT GUIDELINES

- 3.1** Recipient agrees to adhere to any additional requirements contained within the applicable GCA grant guidelines which can be found at <https://gaarts.org/grants/general-operating-support-grant/>.

4. RECORD RETENTION

- 4.1** Financial records, supporting documents, and statistical records must be retained for a period of seven (7) years from the date of submission of the final report. Exceptions include if litigation, claim, or audit is started before the expiration of the seven-year period, or if GCA notifies Recipient in writing to extend the retention period.
- 4.2** Standards for Documentation of Personnel Expenses (2 C.F.R. § 200.430(g)). Charges to awards for salaries and wages must be based on records that accurately reflect the work performed. General Terms & Conditions for Grants and Cooperative Agreements to Organizations must support these costs for both the Federal funds and cost share or matching requirements. GCA may require personnel activity reports or equivalent documentation if necessary (2 C.F.R. § 200.430(g)(8)).
- 4.3** Records for equipment must be retained for three (3) years after final disposition (2 C.F.R. § 200.334(c)).
- 4.4** Access to Federal award information: During the period of performance and the subsequent retention period, the NEA's Inspector General, the Comptroller General of the United States, or any of its authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (2 C.F.R. § 200.337). Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (2 C.F.R. § 200.336). In addition, restrictions on public access are generally limited to protected personally identifiable information (PPII) and other FOIA and applicable exemptions (2 C.F.R. § 200.338).

5. EVALUATION

- 5.1** Recipient will provide for GCA a Final Report and Final Request for Reimbursement. The final report form, directions on how to file, and specified deadlines can all be found on <https://gaarts.org/grants/general-operating-support-grant/>. All grant final reports are due within 30 days of the completion of the project, and no later than July 31, 2026.

6. ACKNOWLEDGEMENT OF ARTS SUPPORT

6.1 GCA requires all Recipients to recognize GCA in all materials, publications, and programs that are supported by state funds and in which other funders are credited. This includes programs, newsletters, brochures, fliers, ads, calendars, posters, press releases, films, videotapes, websites and all electronic transmissions. Note: any organization receiving operating support funding (General Operating Support Grant) must provide this recognition for the entirety of the fiscal year of funding. The GCA logo must be reproduced in the same size and proportion as that of other sponsors. It must be reproduced as it is provided, without alteration. For additional information about GCA credit and to access the logo, review <https://gaarts.org/grants/gca-logo-requirements/>.

6.2 If there is no printed material associated with a program, oral credit must be given. The statement below must be provided before the event or performance, and during any radio broadcast or audiotape for the hearing impaired.

"This program is supported in part by Georgia Council for the Arts through the appropriations of the Georgia General Assembly. Georgia Council for the Arts also receives support from its partner agency - the National Endowment for the Arts."

6.3 GCA reserves the right to change the language of the required acknowledgement of Arts Endowment support, as well as the right to disallow the use of our logo and acknowledgement of our support.

Acknowledgment of the National Endowment for the Arts must also be prominently displayed in all materials and announcements for NEA funded projects. For print materials, use the NEA's current logo whenever possible along with the following phrase: "This project is supported in part by an award from the National Endowment for the Arts." GCA encourages Recipient to include "To find out more about how NEA grants impact individuals and communities, visit www.arts.gov." For radio or television broadcast, GCA requires the following voice-over language: "This project is supported in part by an award from the National Endowment for the Arts. On the web at arts dot gov." For television broadcast, display of the Arts Endowment logo and web address is required.

7. IMMIGRATION ACT VERIFICATION PROCESS

7.1 Recipient agrees to comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA"), enacted by Congress to regulate the receipt of "public benefits" by aliens, and the Georgia Security and Immigration Compliance Act ("GSICA"), O.C.G.A. § 50-36-1 *et seq.* Where Recipient is an organization, GCA shall verify the lawful presence of the individual who has signed the Application.

7.2 Prior to any funds being delivered to Recipient, Recipient must complete **either** the Contractor Affidavit under O.C.G.A. § 13-10-91 found at **Appendix A**, verifying that it has registered with and uses the federal work authorization program commonly known as E-Verify, **OR**, in the event that Recipient has no employees, it will complete the Certification of No Employee attached hereto as **Appendix B**.

7.3 If the funds received under this Grant Agreement will be distributed to individuals or other corporations as sub-recipients, Recipient is responsible for verifying the eligibility of any pass-through recipient under the procedures required under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601-1646, ("PRWORA") and the Georgia Security and Immigration Compliance Act.

8. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- 8.1** In the execution of this agreement, Recipient certifies that Recipient and its principals:
- (a) Are not and have not been debarred, suspended, or otherwise excluded by federal agencies as those terms are defined in Subpart C of 2 CFR 180, as adopted by the NEA in 2 CFR 3254.10;
 - (b) Have not within a three-year period preceding the Application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification: and
 - (d) Have not within a three-year period preceding the Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.2** Recipient verifies that Recipient is not excluded or disqualified from doing business with the federal government. Recipient further certifies that Recipient has not been declared ineligible under any other statutory or regulator authority.
- 8.3** Recipient's certification is a material representation upon which this award was based. Recipient shall provide immediate written notice to GCA if at any time it learns that this certification was erroneous or becomes erroneous because of changed circumstances.
- 8.4** Where Recipient is unable to certify to any of the statements in the above certification, Recipient shall attach an explanation to this Agreement.

9. GRANT FUNDS

- 9.1** Recipient acknowledges that GCA is subject to State of Georgia and/or NEA budgetary appropriations, which may result in the reduction or cancelation of the amount of Grant Funds provided under this Agreement. If the State or Federal government does not appropriate sufficient funds for the Agreement or does not release or recalls funds, GCA, at its sole discretion, may suspend or terminate the Agreement pursuant to Section 11.9, or amend the Agreement to reflect any reduction of funds. GCA will not be liable for any costs or damages incurred by Recipient based on the circumstances described in this section.
- 9.2** GCA's obligations to disburse Grant Funds under this Agreement are conditioned upon and subject to the satisfactory compliance with and completion of all of the conditions contained in this Agreement. If the Grant Funds are not expended by Recipient in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and GCA shall have no further obligation to disburse the Grant Funds. If Grant Funds have been paid to Recipient and GCA determines that Recipient has not performed in accordance with the terms and conditions of this Agreement, GCA may demand Recipient return such improperly expended Grant Funds.

10. RESPONSIBILITIES AND LIABILITIES

- 10.1** GDEcD, GCA, and the State of Georgia, and their respective officers, employees, directors, assigns, and attorneys, assume no liability for damages or injuries arising out of this Agreement or any addendum thereto, and the responsibilities and obligations of GDEcD under the Agreement are limited to providing not more than the total grant as set forth in this Agreement, subject to Section 9 of this Agreement.
- 10.2** Recipient agrees to indemnify GDEcD, GCA and the State of Georgia, and their respective officers, employees and directors, assigns and attorneys, from any and all known and unknown damages, legal and equitable claims of every kind and nature -- in tort, Agreement, federal law, state law, constitutional law, statute and otherwise, known and unknown -- attorney's fees, costs and expenses of litigation, which GDEcD, GCA and the State of Georgia may now have or which may hereafter accrue on account of or in any way arising out of this Agreement or the administration, planning, preparation, development, conducting, and execution of this Agreement. **This provision shall not apply to state or local units of government or instrumentalities thereof which are prohibited from entering into indemnification agreements under Georgia law.**
- 10.3** Recipient agrees to administer, plan, prepare, develop, conduct and execute the Scope of Services described in accordance with all the terms, conditions, and limitations set forth herein. Recipient agrees that no portion of these grant funds shall be utilized for the following expenses:
- Capital Expenditures/Equipment, which are permanent fixtures or equipment with a useful life of over one year that cost more than \$10,000 or the capital level cost established. This included:
 - Buildings or real estate/land purchases
 - Construction, renovations or improvements involving structural changes
 - Roads, driveways, parking lots or projects/repairs
 - Permanent or generally immobile equipment
 - Fundraising event expenses, as well as general fundraising expenses
 - Programming outside of Georgia
 - Programs that are not arts-based
 - Tuition for college/university study
 - Scholarships, gifts, prizes, or awards. This includes cash prizes, gift certificates/gift cards, or any other cash equivalents with monetary value
 - Endowment funds or cash reserves
 - Debt and interest associated with capital expenditures
 - Depreciation
 - Bad debt, fines and penalties or deficit reduction
 - Alcohol, concessions, food, or drinks
 - Entertainment expenses, such as receptions, refreshments, staff or cast parties, staff awards, flowers, etc.
 - Late registration fees for conferences
 - Fees paid to lobbyists, lobbying activities
 - Goods for resale, including concessions, promotional merchandise, clothing, or other items purchased for sale
 - Improvements to arts facilities that also serve as private residences
 - Severance pay, legal settlements
 - Travel and accommodation expenses that are over the rate allowed by the state of Georgia (see <http://gsa.gov/portal/category/100120> for a breakdown of travel rates)

- Any air travel not on a U.S. flag air carrier or a foreign air carrier under an air transport agreement with the United States when these services are available
- Prohibited telecommunications and video surveillance services and equipment produced by Huawei Technologies Company or ZTE Corporation or any subsidiary or affiliate of such entities
- Audit costs that are not directly allocable to a federally required Single Audit
- Contributions or donations to other entities
- Rental costs for home office workspace owned by individuals or entities affiliated with your organization
- Vehicle purchase costs
- Visa costs paid to the US Government
- Any expenses labeled as miscellaneous, other, additional expenses, discretionary expenses, slush fund, etc.

10.4 In the execution of this Agreement, Recipient agrees to refrain from political activities, including endorsement of any political candidate or party, use of machinery, equipment, postage, stationary, or personnel on behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material.

11. GENERAL PROVISIONS

11.1 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

11.2 Waiver. A waiver by GDEcD or GCA of any breach of any provision of this Agreement shall not be construed to be either a waiver of its rights regarding any succeeding breach of any such provision or a waiver of the provision itself.

11.3 Assignment. Recipient shall not assign all or any part of the rights or obligations under this Agreement without the prior written consent of GCA, which may be withheld in GCA's sole discretion. Any permitted assignment shall be binding on and inure to the benefit of the Parties' successors and assigns.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by an instrument in writing signed by the Parties.

11.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflicts of law's provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall take place in the Superior Court of Fulton County, Georgia. The Parties hereby consent to the personal jurisdiction of the Superior Court of Fulton County, Georgia in any dispute arising from or relating to this Agreement.

11.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between GDEcD/GCA and Recipient. No Party, by virtue of this Agreement, is authorized as an agent, employee or legal representative of the other except as specifically set forth herein.

11.7 Representation of Authority. Each individual executing this Agreement below represents that he or she has full authority to execute this Agreement on behalf of the party.

- 11.8** Boycott of Israel. Recipient certifies that it is not currently engaged in, and agrees for the Term of this Agreement not to engage in a boycott of Israel, as defined in O.C.G.A. §50-5-85.
- 11.9** Termination. GCA may terminate this Agreement at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof.
- 11.10** Order of Preference. In the event of a conflict between the terms of this Grant Agreement, and any applicable Appendices or hyperlinks to grant guidelines, the Appendices or hyperlinks to grant guidelines shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the undersigned do hereby accept the terms and conditions as set forth in the above Agreement.

RECIPIENT

GEORGIA COUNCIL FOR THE ARTS



Authorizing Official Signature

Executive Director

Typed Name: Tomer Zvulun

Date: _____

Title & Date: General & Artistic Director 8/22/2025

FEIN: 58-1371843

SAM UEI: DEJ9BP9AQFE3

APPENDIX A

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

APPENDIX B

Certification of “No Employees” under O.C.G.A. § 13-10-91(b)(5)

By signing this form, the undersigned contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) for the Georgia Department of Economic Development. The contractor agrees to provide the Georgia Department of Economic Development with a copy of a state issued driver’s license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Georgia Department of Economic Development from acquiring any additional or future services with your or your company.

Name of Contractor

Name of Project/Contract

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on ____ in
_____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Certificate Of Completion

Envelope Id: 8A287264-1C8D-4116-BCE7-F46E9D7E70DA		Status: Completed
Subject: Please DocuSign: Atlanta Opera - 2025 CONTRACTS FOR SERVICES-ORG - Agenda Item - 25-0476		
Parcel ID:		
Employee Name: Tomer Zvulun		
Source Envelope:		
Document Pages: 30	Signatures: 8	Envelope Originator:
Certificate Pages: 7	Initials: 0	Tasha Tavaras
AutoNav: Enabled	Stamps: 3	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		Tasha.Tavaras@fultoncountyga.gov
		IP Address: 2600:1700:37bf:

Record Tracking

Status: Original	Holder: Tasha Tavaras	Location: DocuSign
8/25/2025 11:54:37 AM	Tasha.Tavaras@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
John Hauptert jhauptert@GMH.EDU President/CEO Atlanta Opera Security Level: Email, Account Authentication (None)	Signed by: 0CD774BFA13C4E9... Signature Adoption: Pre-selected Style Using IP Address: 138.33.99.11	Sent: 8/25/2025 11:57:08 AM Viewed: 8/25/2025 12:00:32 PM Signed: 8/25/2025 12:01:36 PM

Electronic Record and Signature Disclosure:
Accepted: 8/25/2025 12:00:32 PM
ID: a0c42cb2-1ad1-48c3-b1a9-ca6cb6aebebc

Tomer Zvulun jlanglois@atlantaopera.org Security Level: Email, Account Authentication (None)	Signed by: D76EE17C2DB848B... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:2c94:1810:b8bc:56a1:fa4:9161	Sent: 8/25/2025 12:01:38 PM Resent: 8/26/2025 11:19:19 AM Resent: 8/27/2025 9:30:53 AM Resent: 8/29/2025 9:34:22 AM Viewed: 9/3/2025 9:25:16 AM Signed: 9/3/2025 9:58:38 AM
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Electronic Record and Signature Disclosure:
Accepted: 8/25/2025 3:30:03 PM
ID: f13da14f-bbe7-46be-94df-78d3921e20ed

Tasha Tavaras tasha.tavaras@fultoncountyga.gov CFS Specialist Fulton County Government! Security Level: Email, Account Authentication (None)	Completed Using IP Address: 2600:1700:37bf:8100:4d85:afd9:b2a0:f4c8	Sent: 9/3/2025 9:58:42 AM Viewed: 9/3/2025 10:05:40 AM Signed: 9/3/2025 10:06:15 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
David Manuel david.manuel@fultoncountyga.gov Director of Arts & Culture Security Level: Email, Account Authentication (None)	DocuSigned by: <i>David Manuel</i> E41CE12C05E74A9... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:8df6:1810:81af:3713:ca59:9789	Sent: 9/3/2025 10:06:21 AM Resent: 9/8/2025 11:23:55 AM Resent: 9/9/2025 10:51:20 AM Viewed: 9/9/2025 4:24:38 PM Signed: 9/9/2025 4:24:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Completed Using IP Address: 74.174.59.4	Sent: 9/9/2025 4:24:53 PM Viewed: 9/9/2025 5:08:22 PM Signed: 9/23/2025 10:02:31 AM
Electronic Record and Signature Disclosure: Accepted: 9/23/2025 9:56:39 AM ID: 8dcb14d2-38d7-431f-9b0d-fcf38d8c608a		
Chad Alexis Chad.Alexis@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by: <i>Chad Alexis</i> 968A614CF1584A5... Signature Adoption: Pre-selected Style Using IP Address: 136.226.3.115	Sent: 9/23/2025 10:02:34 AM Resent: 9/24/2025 10:10:43 AM Viewed: 9/25/2025 3:23:04 PM Signed: 9/25/2025 3:37:46 PM
Electronic Record and Signature Disclosure: Accepted: 9/25/2025 3:23:04 PM ID: 55481540-fbd8-4eac-83d1-5cf164a214a4		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	Completed Using IP Address: 66.56.23.82	Sent: 9/25/2025 3:37:51 PM Viewed: 9/25/2025 4:27:47 PM Signed: 9/25/2025 4:28:47 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)	Signed by: <i>Robert L. Pitts</i> 14E1B4AA5F6A44A... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:2:824::36 Signed using mobile	Sent: 9/25/2025 4:28:51 PM Viewed: 9/26/2025 8:12:53 AM Signed: 9/26/2025 8:13:06 AM
Electronic Record and Signature Disclosure: Accepted: 9/26/2025 8:12:53 AM ID: 063e346d-e783-40a1-80a0-3825743b848c		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	Signed by: <i>Tonya Grier</i> EEC476C4837648D...  Signature Adoption: Uploaded Signature Image Using IP Address: 107.77.216.36	Sent: 9/26/2025 8:13:09 AM Viewed: 9/26/2025 10:23:08 AM Signed: 9/26/2025 10:23:20 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Tasha Tavaras Tasha.Tavaras@fultoncountyga.gov CFS Specialist Fulton County Government! Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address: 2600:1700:37bf:8100:ad4b:605d:3d74:79e6	Sent: 8/25/2025 11:56:24 AM Viewed: 8/25/2025 11:57:02 AM Completed: 8/25/2025 11:57:07 AM
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Brian Jones brian.jones@fultoncountyga.gov President-Elect Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/26/2025 10:23:23 AM
Shantras Lakes shantras.lakes@fultoncountyga.gov Contracts for Services Program Manager Fulton County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/26/2025 10:23:25 AM
Jessica Langlois jlanglois@atlantaopera.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/25/2025 3:30:03 PM ID: f13da14f-bbe7-46be-94df-78d3921e20ed	COPIED	Sent: 9/26/2025 10:23:26 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/25/2025 11:56:24 AM
Certified Delivered	Security Checked	9/26/2025 10:23:08 AM
Signing Complete	Security Checked	9/26/2025 10:23:20 AM
Completed	Security Checked	9/26/2025 10:23:26 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Screen Resolution:	800 x 600 minimum
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