

1 **A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT TEMPLATE FOR USE**
2 **BY THE DEPARTMENT OF ARTS AND CULTURE; AUTHORIZING THE COUNTY**
3 **MANAGER OR HIS DESIGNEE TO SIGN SUCH AGREEMENTS WHERE FUNDING IS**
4 **IN THE APPROVED BUDGET OF THE DEPARTMENT OF ARTS AND CULTURE;**
5 **AND FOR OTHER PURPOSES.**
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7 **WHEREAS**, the Fulton County Board of Commissioners has authority, pursuant to
8 the Constitution of the State of Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable
9 ordinances, resolutions, or regulations relating to its affairs for which no provision has
10 been made by general law and which is not inconsistent with the Georgia Constitution or
11 any local law applicable thereto; and

12 **WHEREAS**, the Fulton County Department of Arts and Culture serves as Fulton
13 County's funding agency to support cultural programs and services to Fulton County
14 based nonprofit arts organizations and Fulton County residents; and

15 **WHEREAS**, in addition to providing quality arts programming through support and
16 development of artists, arts organizations, arts institutions and cultural programming for
17 residents, the Fulton County Department of Arts and Culture also provides sponsorship
18 funding and in-kind services to a variety of arts-related organizations and events which
19 support and enhance arts education and culturally enriching activities in Fulton County
20 each fiscal year; and

21 **WHEREAS**, sponsorships are not covered by the Fulton County's procurement
22 rules and regulations and Fulton County does not otherwise have any rules or regulations
23 to implement and authorize the myriad of sponsorship opportunities available to the
24 Department of Arts and Culture, short of presenting each sponsorship opportunity before
25 the Board of Commissioners for approval; and

26 **WHEREAS**, sponsorship opportunities are typically short term, sometimes
27 unexpected, and must be acted upon quickly by the Department of Arts and Culture to
28 meet strict payment and other timelines required for participation by Fulton County; and

29 **WHEREAS**, pursuant to Fulton County Code Section 2-152, the County Manager,
30 as the Chief Executive Officer of Fulton County, has the duty “to conduct, supervise and
31 administer all county affairs, subject only to the general law, to rules prescribed by the
32 [Board of Commissioners], subject to the right of the [Board of Commissioners] to review,
33 repeal or modify any action of the [County Manager] which is contrary to the general law
34 or such rules....”; and

35 **WHEREAS**, pursuant to Fulton County Code Section 102-369, the County
36 Manager has the authority to sign contracts for services, construction, professional and
37 consultant services, grant agreements and intergovernmental agreements up to
38 \$100,000.00 on behalf of the County, subject to budgetary limitations and procurement
39 requirements being met; and

40 **WHEREAS**, pursuant to Fulton County Code Section 2-149, the County Manager
41 may delegate purely administrative duties to subordinates in the county government; and

42 **WHEREAS**, while the Fulton County Board of Commissioners recognizes that
43 each sponsorship opportunity is unique, the Board of Commissioners has determined that
44 it is desirable to develop a template for Arts Sponsorship Agreements so as to set forth
45 consistent expectations and obligations between the parties; and

46 **WHEREAS**, the Fulton County Board of Commissioners finds that it is in the best
47 interest of the citizens of Fulton County to delegate to the County Manager, or his
48 designee, the authority to execute Arts Sponsorship Agreements in order to streamline

49 the process by which the Department of Arts and Culture may provide sponsorship
50 funding and in-kind services to various arts-related organizations and events, so long as
51 funding for the event is in the approved budget of the Department of Arts and Culture.

52 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
53 Commissioners hereby approves the Arts Sponsorship Template Agreement, attached
54 hereto in substantial form as Exhibit A for use by the Department of Arts and Culture.

55 **BE IT FURTHER RESOLVED**, that the Board of Commissioners authorizes the
56 County Manager or his designee to sign all Arts Sponsorship Agreements as well as any
57 related documents, provided that the funding for the event is provided in the approved
58 budget of the Department of Art and Culture.

59 **BE IT FURTHER RESOLVED**, that the County Attorney is authorized to approve
60 the Arts Sponsorship Template Agreement as to form and to make necessary
61 modifications thereto prior to execution in order to protect the interest of Fulton County.

62 **BE IT FURTHER RESOLVED**, that after execution by the County Manager of an
63 Arts Sponsorship Agreement, said executed agreement will be provided in a report by the
64 Purchasing Agent to the Board of Commissioners at a subsequent meeting of this body.

65 **BE IT FURTHER RESOLVED**, that if he so chooses, the County Manager shall
66 make his designation via a simple memorandum identifying the designee, and stating that
67 only the designee is authorized to sign Arts Sponsorship Agreements, with such
68 memorandum being provided to the Clerk to the Commission and the Purchasing Agent.

69 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
70 adoption, and shall continue until further notice, and that all resolutions and parts of
71 resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

72 **SO PASSED AND ADOPTED**, this ____ day of September, 2023.

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**FULTON COUNTY BOARD
OF COMMISSIONERS**

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Robert L. Pitts, Chairman

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ATTEST:

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Tonya R. Grier, Clerk to the Commission

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APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

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[https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023Resolutions/9.20.23Resolution Authorizing
CM or Designee to Sign Sponsorship Agreements.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CALegislation/BOC/Resolutions/2023Resolutions/9.20.23Resolution%20Authorizing%20CM%20or%20Designee%20to%20Sign%20Sponsorship%20Agreements.docx)

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Exhibit A

EVENT SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between _____, with an office at _____, ("Host") and Fulton County, Georgia, on behalf of the Fulton County Department of Arts and Culture ("Fulton Arts & Culture" and "Sponsor") for the services provided for or at _____, henceforth know as ("Artist/Event").

RECITALS

Host is presenting the following Artist/Event: _____. Fulton Arts and Culture desires to sponsor the Artist/Event. If applicable, Fulton Arts and Culture agrees to purchase a sponsorship package at the _____ level.

In consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

1. **Representations.** Each party hereby represents and warrants that it has the full power to enter into and perform according to the terms of this Agreement.
2. **Host's Obligations/Deliverables:** In consideration for Host presenting or putting on the Artist/Event and receiving payment, Host shall provide Fulton Arts & Culture with the services, deliverables and rights set out in Appendix A, which is incorporated and hereby made a part of this Agreement.
3. **Fulton Arts & Culture's Obligations/Deliverables:** As full compensation for the rights, deliverables and services granted herein, Fulton Arts & Culture shall pay to Host a fee (the "Sponsorship Fee"), as set out Appendix B, which is incorporated and hereby made a part of this Agreement. The Sponsorship Fee is payable to Host in the manner and due on date(s) set out in Appendix B. Fulton Arts & Culture will provide Host with all deliverables and materials necessary to provide the contracted services (e.g., logos, etc.) as is further set forth in Appendix C.
4. **Term of the Agreement/Sponsorship period.** The Agreement is effective upon execution of the parties and shall terminate upon the occurrence of the Artist/Event or the dates specified elsewhere in this Agreement, unless earlier terminated as provided in this Agreement.
5. **Cancellation.** If the Artist/Event is not held by reason of acts of God, acts of a governmental authority, riot, revolution, fires, or war, or other cause beyond the reasonable control of the parties hereto, Sponsor shall use its best efforts to reschedule the Artist/Event at a mutually agreeable time within a reasonable time from the originally scheduled date. If the Artist/Event cannot be rescheduled, Host shall, within seven (7) days, refund to Fulton County any amounts previously paid by Fulton County for which a service has not been provided.
6. **Trademarks/Materials.** The use of trademarks or materials of the parties shall be as provided in Appendix C.
7. **Hold Harmless/ Indemnification.** To the extent allowable by law, Host hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless Fulton Arts & Culture [Fulton 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 Host, its agents, employees, officers and directors in connection with the Event. The language of this indemnification clause shall survive the termination of this Agreement. Host is not responsible for any acts or omission that is not caused by it, its employees, agents or any one under its control or direction.

8. **Limitation of Liability.** In no event shall either party be liable to the other party for any incidental, consequential, indirect, or punitive damages (including but not limited to lost profits) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

9. **Miscellaneous.**

9.1 Notices. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) sent by air express courier, charges prepaid; or (iii) sent by fax as indicated by a fax confirmation sheet; and sent to the address in the recitals. Host agrees to send a copy of any notices via email to David.Manuel@fultoncountyga.gov with a copy to Joycelyn.Fowler@fultoncountyga.gov.

9.2. Invoicing and Payment. Invoices shall be submitted to the Fulton County Accounts Payable Division via electronic mail at Accounts.Payable@fultoncountyga.gov at least ten (10) business days prior to the payment due date. At a minimum, original invoices must include:

- (1) the event date;
- (2) the name of the event; and
- (3) the legal name of the entity to receive payment.

9.3 Relationship. This Agreement does not constitute and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

9.4 Confidentiality. Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party that the disclosing party has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms, for the purposes of and during the existence of this Agreement. Each party's obligation under this Agreement with respect to any particular information shall extend to the earlier of such time as such information is publicly available through no fault of the receiving party or five (5) years following termination of the Agreement. Notwithstanding the foregoing, Host acknowledges that as a governmental entity, Fulton Arts & Culture [Fulton County] must comply at all time with the Georgia Open Records Act, and where there is a conflict between the terms of this Agreement and the Open Records Act, the provisions of the Georgia Open Records Act shall control.

9.5 Governing Law/Jurisdiction. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Host consents to the exclusive jurisdiction and venue of the courts in Fulton County, Georgia.

9.6 Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

The parties have executed this Agreement as of the date set out below:

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

[HOST]

Attest:

Signatory's name

(Signature)

Name

Title

(Seal)

Fulton County, Georgia

Richard "Dick" Anderson
County Manager

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney