

**STATE OF GEORGIA
COUNTY OF FULTON**

CONTRACT

BETWEEN FULTON COUNTY, GEORGIA

AND

CHATTAHOOCHEE NATURE CENTER, INC.

THIS CONTRACT, entered into this _____ day of _____, 2021, between FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and CHATTAHOOCHEE NATURE CENTER, INC. located at 9135 Willeo Road in Roswell, Georgia 30075 (hereinafter referred to as "CNC").

WITNESSETH THAT:

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

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

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

WHEREAS, the Board of Commissioners, through the approval of the County's budget for 2021 authorizes and designates **\$200,000.00** for CNC to provide arts and related services for the citizens of Fulton County; and

WHEREAS, CNC guarantees by and through this contract, that funds will be expended under this Contract for environmental education, promotion and protection services consistent with its mission and non-profit status only, deriving no profit to the organization and on activities consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder and such activities shall take place within the County.

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

1.0 STATEMENT OF WORK

Under this Contract, the County shall provide financial assistance in the amount of Two Hundred Thousand Dollars (\$200,000) in funding to provide environmental education services on a scheduled basis for the benefit of Fulton County citizens and visitors. Scheduled environmental educational services will be conducted targeting service delivery in South Fulton through programs that are designed to promote awareness and appreciation of the environment. Contractor will develop and provide environmental education programs that connect to science, technology, engineering, arts and mathematics and partner with Fulton County Schools, Fulton County Department of Arts & Culture's Arts Centers and other community entities.

2.0 COMPENSATION FOR SERVICES AND WORK

Funding for the services and work described in Section 1.0 herein and in Attachment "A" shall be as follows: The total amount payable to CNC per the terms and execution of this Agreement is Two Hundred Thousand Dollars (\$200,000.00). Compensation for Services and Work depicts the funding source for the project identified in Section 1.0. Such payments shall be made upon execution of this Contract.

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

3.0 TERM OF AGREEMENT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this Contract shall be upon execution through December 31, 2021, unless otherwise extended in writing or terminated by the County. CNC shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this Contract. However, unless good cause is shown, should CNC not have displayed significant action toward this Contract and its Scope of Work prior to the sixth (6th) month anniversary of the signing of this Contract, then said Contract shall be deemed void and any and all funds not expended or obligated toward said Contract shall be immediately returned to the County.

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

3.1 EXTENSION OF DELIVERABLES IN STATEMENT OF WORK

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 Work) of this contract. 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 **October 1, 2021**, and should detail the reason for the extension request, requested final date for statement of work completion and other pertinent details. The extension granted herein by the Director of FCAC shall not be construed as an amendment of the contract, which can only be made by a formal amendment approved by the Commission and executed by the Chairman pursuant to Paragraph 14. However, the extension granted herein by the Director of FCAC shall survive the termination or expiration of the contract 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 statement of work completion and any related reporting requirements.

4.0 TERMINATION OF AGREEMENT

4.1 TERMINATION OF AGREEMENT FOR CAUSE

Either County or CNC may terminate this Agreement in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Agreement. The party receiving such notice under this provision shall have ten (10) days after receipt of service of the notice to correct the violation or cease the delay to the satisfaction of the aggrieved party. If such arrangements are not made, the Agreement shall, upon expiration of said ten (10) days, be suspended or terminated without further notice. Upon such suspension or termination, CNC will be compensated by the County for expenses deemed by the County to be due and reasonable.

Notice of termination shall be delivered by hand delivery or certified mail with receipt for delivery returned to the sender.

4.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by giving at least thirty (30) days prior notice in writing (hand delivery or certified mail with receipt) to CNC.

5.0 RECORDS, REPORTS AND AUDITS

CNC shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this

Agreement or completion of this project unless permission to destroy them is granted by the County. CNC's records and accounts shall at all times meet or exceed the applicable requirements of federal, state and county law, rules and regulations. Further, CNC shall submit detailed reports on the progress made and services during the course of this project. At a minimum, these reports shall be submitted on a monthly basis.

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

6.0 INSPECTION OF FILES AND RECORDS

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

7.0 REVERSION OF ASSETS & EQUIPMENT

Upon expiration or termination of this Agreement, CNC shall transfer to the County any County funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of County funds.

Further, in the event that CNC should sell or otherwise dispose of any property acquired with County funds, the manner of said disposition shall result in the County being reimbursed in an amount of the current fair market value of the property at that time less any portion of the value attributable to expenditures of non-County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Agreement, such reimbursement shall not be required.

8.0 COPYRIGHT AND PUBLICITY

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

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

9.0 ASSIGNMENT OF CONTRACT

CNC shall not make any purported assignment of this Agreement or any part thereof or delegate the duties herewith without prior written consent of the County.

9.1 PROCUREMENT AND SUBCONTRACTING POLICIES

CNC will conduct procurement activities in accordance with Attachment "C" of this Agreement.

10.0 CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to County-assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

11.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION; CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

CNC shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination in Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; the American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit/discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Contract.

12.0 HOLD HARMLESS

CNC hereby warrants, represents, covenants and agrees to indemnify and save and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of CNC, its agents, employees, officers and directors. CNC does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting therefrom), loss, claim or damage sustained by CNC's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Agreement.

13.0 SEVERABILITY

If any provision of this Agreement 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.

14.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

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

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

15.0 NOTICES

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

Notice to County, shall be addressed as follows:

Department of Arts & Culture
141 Pryor Street SW, Suite 2030
Atlanta, Georgia 30303
404.612.5780
david.manuel@fultoncountyga.gov
Attention: David Manuel, Director

Notices to CNC shall be addressed as follows:

The Chattahoochee Nature Center, Inc.
9135 Willeo Road
770.992-2055 x230
c.nelson@chattnaturecenter.org
Attention: Chris S. Nelson, Executive Director

16.0 GOVERNING LAW

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

[Space intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused Agreement to be executed and delivered on this, the _____ day of _____, 2021.

For The Chattahoochee Nature Center, Inc.

Attest:

Chris S. Nelson, Executive Director
The Chattahoochee Nature Center, Inc.

(Signature)

Name (Typed or Printed)

Title

(Seal)

For Fulton County

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier
Interim Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts & Culture

Office of the County Attorney

ATTACHMENT “A”

SCOPE OF WORK

THE CHATTAHOOCHEE NATURE CENTER, INC.

In consideration of the TWO HUNDRED THOUSAND (\$200,000.00) allocated to The Chattahoochee Nature Center, Inc. (“CNC”), CNC agrees to perform services and provide the following program administration and evaluation information:

A. Program Administration and Evaluation

1. CNC agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
2. As a minimum agreement for supervision of the facility, CNC agrees to direct day-to-day supervision of the management of CNC and will operate at least 20 hours per week through the term of the Contract, with a responsible person to be located on site during operational hours.
3. CNC agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
4. CNC agrees to provide the Department of Arts & Culture with:
 - A. Copy of The Chattahoochee Nature Center’s 2021 Work Plan, including program service goals and objectives;
 - B. Schedule of 2021 programs and special events and projected participation;
 - C. A copy of the 2020 year-end financial statement;
 - D. A copy of Certificate of Insurance, as described in “Attachment B;” and
 - E. A copy of CNC’s Certification of non-profit 501(c) (3) status.
 - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
5. By the tenth (10th) day of each month during the term of this Agreement, CNC agrees to provide the Department of Arts & Culture with:
 - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2021; and
 - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2021.
6. Contract funding will be paid out in one disbursement.

ATTACHMENT “B”

INSURANCE AND LIABILITY

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

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

Comprehensive General Liability

- | | |
|---|-----------|
| 1. Bodily Injury (each occurrence and annual aggregate) | \$500,000 |
| 2. Property damage (each occurrence and annual aggregate) | \$500,000 |
| 3. Personal injury (each occurrence and annual aggregate) | \$500,000 |

Automobile Liability

- | | |
|--------------------------------------|-----------|
| 1. Bodily injury (each occurrence) | \$500,000 |
| 2. Property damage (each occurrence) | \$100,000 |

ATTACHMENT “C”

PROCUREMENT AND SUBCONTRACTING

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

Subcontractor Approvals and Auditing

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