

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**NATIONAL BLACK ARTS FESTIVAL**

**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 NATIONAL BLACK ARTS FESTIVAL, located at 235 Peachtree Street, Atlanta, GA 30303 (hereinafter referred to as "NBAF").

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in Fulton 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**, NBAF is a non-profit, tax exempt 501(c) (3) organization that has a mission to connect people the arts and related services being funded under this Contract; and

**WHEREAS**, the Board of Commissioners, through the approval of the County's budget for 2021 authorized and designated \$50,000.00 to the NBAF to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, NBAF shall expend the funds under this Contract for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization and 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**

The County shall provide financial assistance in the not to exceed amount of **\$50,000.00** to NBAF to provide expanded operational resources for programs and activities related to Fulton County.

## **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 NBAF per the terms and execution of this Contract is not to exceed Fifty Thousand Dollars (**\$50,000.00**).

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

Contractor shall submit all necessary documentation to the Fulton County Department of Arts & Culture as required in Attachment “A,” Scope of Work. This documentation shall be submitted to the Director-Arts & Culture within the Department of Arts & Culture. Two copies of the documentation shall be included with the submission, one copy of which shall be accompanied by documentation supporting the services performed for the monies expended.

## **3.0 TERM OF 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. NBAF 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 NBAF 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.

NBAF 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 extensions 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 NBAF 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, NBAF 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 NBAF.

#### **5.0 RECORDS, REPORTS AND AUDITS**

The NBAF shall maintain accounts and records, including personal property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County or its representative(s), and shall be retained for at least three (3) years after expiration of this Contract or completion of the program unless permission to destroy them is granted by the County. NBAF's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, NBAF shall submit detailed

reports on the progress made and services provided during the course of this program. At a minimum, these reports shall be submitted on a monthly basis.

Said reports shall be submitted to the attention of the Director –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 NBAF for inspection of the activities performed and expenses incurred under this Contract.

## **7.0 REVERSION OF ASSETS & EQUIPMENT**

Upon expiration or termination of this Contract, NBAF 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 NBAF should sell or otherwise dispose of any property acquired with Fulton 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-Fulton County funds. In the event that such sale or disposition occurs more than ten (10) years after expiration or termination of this Contract, such reimbursement shall not be required.

## **8.0 COPYRIGHT AND PUBLICITY**

No report or other document produced in whole or in part under this Contract shall be the subject of an application for copyright or considered to be trade secret by or on behalf of NBAF without the prior written consent of the County. All such reports or other documents shall become and be deemed the property of the County and title therein shall vest in the County. The document shall also be subject to the Georgia Open Records Act, unless exempt.

Further, any favorable publicity given to the services provided in Attachment A must identify Fulton County prominently as a sponsoring agency. Specifically, at all places of, and in all publications concerning this services funded under this Contract, NBAF agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

NBAF shall not make any purported assignment of this Contract, any part thereof, or the funds, or delegate the duties herewith without prior written consent of the County.

## **10.0 CONFLICT OF INTEREST**

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the 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 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**

### **11.1 CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

NBAF 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/discriminate 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/ INDEMNIFICATION**

NBAF 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 NBAF, its agents, employees, officers and directors. NBAF 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 NBAF's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

## **13.0 VARIATIONS OR MODIFICATIONS TO CONTRACT**

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

FURTHER, in the event of any material change or modification in NBAF's Contract or any contract with any other funding source during the course of this Contract, NBAF shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude NBAF to pursue contract extensions with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

## **14.0 GOVERNING LAW**

This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**National Black Arts Festival**

Attest:

\_\_\_\_\_  
Tracey Lloyd, Board Chair  
National Black Arts Festival

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

(Seal)

**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**

#### **HAMMONDS HOUSE MUSEUM, INC.**

In consideration of the not to exceed amount of FIFTY THOUSAND (\$50,000.00) allocated to NBAF, NBAF agrees to perform services and provide the following program administration and evaluation information:

##### **A. Program Administration and Evaluation**

1. Expanded operational resources to the National Black Arts Festival for programs and activities related to Fulton County.
2. Contract funding will be paid out in one disbursement.

## **ATTACHMENT “B”**

### **INSURANCE AND LIABILITY**

NBAF 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 NBAF, 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