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

Signed by:
Robert L. Pitts
14E1B4AA5F6A44A...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

CFS STAFF

Signed by:
Tonya R. Grier
EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Signed by:

APPROVED AS TO FORM:

LEGAL STAFF

Signed by:
Chad Alexis
968A614CF1584A5...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
David Manuel
E41CE12C05E74A9...

Director, Fulton County Art Department

[CONTRACTOR] Atlanta Baroque Orchestra

Signed by:
Carson Malone
FA4B0C339E2F4F6...

[Insert name] Carson Malone
[Insert title] President

ATTEST:

Please select Attest or Notary from the checkbox

[Authorized Signer 2]

Signed by:
Ute Marks
72E5FCCFF52740B...

[Insert name] Ute Marks
[Insert title] Business Manager

ATTEST:

X Attest

Notary

Signed by:

Notary Public

Letter of Authority(

County: _____

Commission Expires: _____

(LOA)

(Affix Seal)

Attach a copy of the notarized signature page & LOA

BOC ITEM 25-0476
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."

ITEM# 25-0476 RCS: 06/18/2025	ITEM#_____ RM:_____
RECESS MEETING	REGULAR MEETING

Please select RCS or RM

X RCS

RM

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ATLANTA BAROQUE | orchestra
JULIE ANDRIJESKI ARTISTIC DIRECTOR

August 8, 2025

Letter of Authority

To Whom It May Concern:

This letter certifies that Carson Malone, Board Chair, president@atlantabaroque.org, 423-505-5979, and

Ute Marks, Business Manager, ute@atlantabaroque.org, 678-977-1146, have the authority to enter into a contract on behalf of Atlanta Baroque Orchestra with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

Barbara McIver

Board Treasurer

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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:

(Carson Malone), (President),

(Ute Marks), (Business Manager),

Name(s) Title(s)

<<CONTRACTOR>> Atlanta Baroque Orchestra

(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: Carson Malone FA4B0C339E2F4F6...

Signature of Authorized Official — Date: 08/09/2025 | 9:51 PM EDT

Signed by: Ute Marks 72E5FCCEF52740B...

Signature of Authorized Official — Date: 08/10/2025 | 8:27 AM EDT

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CONTRACT FOR SERVICES AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *Atlanta Baroque Orchestra, Inc*

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 **Atlanta Baroque Orchestra,** (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 ABO endeavors to present five (5) concerts in Fulton County in 2025. Performances will be held at the Cathedral of St. Philip in Atlanta, and possibly other venues yet to be determined for Fall 2025. Our already established programming for our 26th Season includes three Spring 2025 performances at The Cathedral of St. Philip. We anticipate that in the Fall of 2025 we will present two additional performances, most likely in September and November.

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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, **FOUR THOUSAND EIGHT HUNDRED DOLLARS ($4800)** 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

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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.

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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

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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.

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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.

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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

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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

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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.

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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:	**Atlanta Baroque Orchestra** **PO Box 76864**

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Atlanta Georgia 30358

Attn: Ute Marks

With a copy to:

PO Box 76864
Atlanta Georgia 30358

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]

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EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2025 Contracts for Services Conditions for **Atlanta Baroque Orchestra, Inc** from FCAC:

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Address: **Atlanta Baroque Orchestra, Inc**
PO Box 76864
Atlanta Georgia 30358

Telephone: **678-977-1146**

Docusign Envelope ID: 56918454-FD24-4ED2-885B-2BE0A118B01D

Certificate Of Completion

Envelope Id: 56918454-FD24-4ED2-885B-2BE0A118B01D
Status: Completed
Subject: Please DocuSign: Atlanta Baroque Orchestra - 2025 CONTRACTS FOR SERVICES-ORG - Agenda Item - 25-0476
Parcel ID:
Employee Name:
Source Envelope:
Document Pages: 17
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 8
Initials: 0
Stamps: 2

Envelope Originator:
Sharon Maloney
141 Pryor Street
Purchasing & Contract Compliance, Suite 1168
Atlana, GA 30303
Sharon.Maloney@fultoncountyga.gov
IP Address: 2600:1700:2960:

Record Tracking

Status: Original
8/7/2025 4:50:12 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Sharon Maloney
Sharon.Maloney@fultoncountyga.gov
Pool: StateLocal
Pool: Fulton County Government

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Carson Malone president@atlantabaroque.org President Atlanta Baroque Orchestra Security Level: Email, Account Authentication (None)	Signed by: FA4B0C339E2F4F6... Signature Adoption: Uploaded Signature Image Using IP Address: 2601:c2:1901:ca80:ad3b:a7d8:7de2:3dbe	Sent: 8/7/2025 4:52:39 PM Viewed: 8/9/2025 9:28:56 PM Signed: 8/9/2025 9:51:24 PM
Electronic Record and Signature Disclosure: Accepted: 8/9/2025 9:28:56 PM ID: df0cd57a-6790-4d49-9775-9f25cd6bf7a6		
Ute Marks ute@atlantabaroque.org Security Level: Email, Account Authentication (None)	Signed by: 72E5FCCFF52740B... Signature Adoption: Pre-selected Style Using IP Address: 2601:cd:cc80:c320:403b:d9ab:d13a:9440	Sent: 8/9/2025 9:51:26 PM Viewed: 8/10/2025 8:24:41 AM Signed: 8/10/2025 8:27:50 AM
Electronic Record and Signature Disclosure: Accepted: 8/10/2025 8:24:41 AM ID: 64e9f36e-237f-4b7b-89c7-7ecd786518f1		
Sharon Maloney sharon.maloney@fultoncountyga.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 2600:1700:2960:5220:9847:bb3c:7bc6:49dc	Sent: 8/10/2025 8:27:52 AM Viewed: 8/10/2025 5:25:16 PM Signed: 8/10/2025 5:25:34 PM
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: David Manuel E41CE12C05E74A9... Signature Adoption: Pre-selected Style Using IP Address: 2600:387:16:359::2 Signed using mobile	Sent: 8/10/2025 5:25:37 PM Viewed: 8/11/2025 9:54:50 AM Signed: 8/11/2025 9:54:55 AM
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: 8/11/2025 9:54:58 AM Viewed: 8/25/2025 12:27:22 PM Signed: 8/25/2025 12:29:02 PM
Electronic Record and Signature Disclosure: Accepted: 8/25/2025 12:27:22 PM ID: 78c2e561-e4b9-4077-acb3-03752a49f134		
Chad Alexis Chad.Alexis@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by: Chad Alexis 968A614CF1584A5... Signature Adoption: Pre-selected Style Using IP Address: 104.129.206.128	Sent: 8/25/2025 12:29:05 PM Viewed: 8/25/2025 8:22:10 PM Signed: 8/25/2025 8:22:41 PM
Electronic Record and Signature Disclosure: Accepted: 8/25/2025 8:22:10 PM ID: 536544dc-739e-4aa2-8739-106c129870c4		
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: 74.174.59.10	Sent: 8/25/2025 8:22:44 PM Viewed: 8/26/2025 12:40:39 PM Signed: 8/26/2025 12:40:59 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: Robert L. Pitts 14E1B4AA5F6A44A... Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10	Sent: 8/26/2025 12:41:02 PM Viewed: 8/26/2025 2:30:11 PM Signed: 8/26/2025 2:30:21 PM
Electronic Record and Signature Disclosure: Accepted: 8/26/2025 2:30:11 PM ID: 79266e23-c04a-41e6-9560-3ea9c87817ac		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)	Signed by: EEC476C4837648D... Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 8/26/2025 2:30:24 PM Viewed: 8/27/2025 1:39:48 PM Signed: 8/27/2025 1:39:59 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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
Sharon Maloney Sharon.Maloney@fultoncountyga.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 2600:1700:2960:5220:6552:755c:deff:568e	Sent: 8/7/2025 4:52:26 PM Viewed: 8/7/2025 4:52:35 PM Completed: 8/7/2025 4:52:38 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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)	COPIED	Sent: 8/27/2025 1:40:03 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Shantras Lakes shantras.lakes@fultoncountyga.gov Contracts for Services Program Manager Fulton County Government Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/27/2025 1:40:05 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2025 4:52:26 PM
Certified Delivered	Security Checked	8/27/2025 1:39:48 PM
Signing Complete	Security Checked	8/27/2025 1:39:59 PM
Completed	Security Checked	8/27/2025 1:40:05 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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