

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT**

**BETWEEN FULTON COUNTY, GEORGIA**

**AND**

**JOHNS CREEK COMMUNITY ARTS CENTER, INC.**

**THIS CONTRACT**, entered into this 9 day of August, 2021, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as "County"), and JOHNS CREEK COMMUNITY ARTS CENTER, INC., located at 6290 Abbotts Bridge Road, # 700, Johns Creek, Ga. 30097 (hereinafter referred to as "JCAC").

**WITNESSETH THAT:**

**WHEREAS**, Fulton County, through its Department of Arts & Culture has determined a need for arts and related services in North 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**, JCAC, formerly Ocee Arts Center, was established as a 501 (c) (3) not for profit corporation in 1996 and states that it can provide 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 authorizes and designates **\$200,000.00** for the JCAC to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, JCAC guarantees, by and through this contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the Contractor's non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder and shall take place within Fulton County, Georgia.

**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 not to exceed the amount of **\$200,000.00** to JCAC for the operation and management of the current arts and culture programs based at 6290 Abbotts Bridge Road, Johns Creek, Georgia 30097 as well as provide Multicultural Performing Arts Center feasibility study + expanded operational programming. JCAC will perform the services in accordance with Attachment "A" of this Contract, "Scope of Work", attached hereto and made a part hereof.

## **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 JCAC per the terms and execution of this Contract is not to exceed Two Hundred Thousand Dollars (**\$200,000.00**).

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 Division Manager-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. JCAC 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 JCAC 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.

JCAC 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."

## **4.0 TERMINATION OF AGREEMENT**

### **4.1 TERMINATION OF AGREEMENT FOR CAUSE**

Either County or JCAC 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, JCAC 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 JCAC.

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

JCAC 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.

JCAC's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, JCAC 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 JCAC 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, JCAC 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 JCAC 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 JCAC 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, JCAC agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

JCAC 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)**

JCAC 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**

JCAC 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 JCAC, its agents, employees, officers and directors. JCAC 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 JCAC'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 JCAC, 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 JCAC's duly authorized representatives.

FURTHER, in the event of any material change or modification in JCAC's Contract or any contract with any other funding source during the course of this Contract, JCAC shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude JCAC 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**

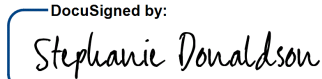
This Contract shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

**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 9 day of August, 2021.

**Johns Creek Community Arts Center, Inc.**

Attest:


DocuSigned by:  
  
 49AF9C5677E543D...  
 Kent Davies, Board President  
 Johns Creek Community Arts Center, Inc.

DocuSigned by:  
  
 7825167846E84D1...  
 (Signature)  
 Stephanie Donaldson  
 Name (Typed or Printed)  
 Executive Director  
 Title

(Seal)

**Fulton County**

Attest:

DocuSigned by:  
  
 14E1B4AA5F6A44A...  
 Robert L. Pitts, Chair  
 Board of Commissioner

DocuSigned by:  
  
 EEC476C4837648D...  
 Tonya Grier,  
 Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 David Manuel, Director  
 Department of Arts & Culture

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

Please select RCS or RM from the checkbox

RCS ☒ RM ☒

ITEM#: xxx	RCS: xxx	ITEM#: 2021-0533	RM: 7/14/2021
RECESS MEETING xxx		REGULAR MEETING	7/14/2021

## **ATTACHMENT "A"**

### **SCOPE OF WORK**

#### **JOHNS CREEK COMMUNITY ARTS CENTER, INC.**

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to JCAC, JCAC agrees to perform services and provide the following program administration and evaluation information:

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

1. JCAC agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. JCAC agrees to direct day-to-day supervision of the management of JOHNS CREEK COMMUNITY ARTS CENTER and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. JCAC agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. JCAC agrees to provide the Department of Arts & Culture with:
  - A. Copy of JCAC's 2021 Work Plan, including program service goals and objectives;
  - B. Schedule of 2021 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2020;
  - D. Copy of Certificate of Insurance, as described in "Attachment B"; and
  - E. Copy certifying JCAC 501(c) (3) status.
  - F. 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 (10<sup>th</sup>) day of each month during the term of this Contract, JCAC agrees to provide the Department of Arts & Culture with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2021; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2021 reports are due the following month by the tenth (10<sup>th</sup>) business day
6. Contract funding will be paid out in one disbursement.

## **ATTACHMENT “B”**

### **INSURANCE AND LIABILITY**

JCAC 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 JCAC, 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 |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Alliance of Nonprofits for Ins.</td> <td>10023</td> </tr> <tr> <td><b>INSURER B:</b> USLI</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Alliance of Nonprofits for Ins.	10023	<b>INSURER B:</b> USLI		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Johns Creek Community Arts Center 6290 Abbotts Bridge Rd., Bldg. 700 Johns Creek GA 30097															

**COVERAGES****CERTIFICATE NUMBER:** 2020-2021**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2020-26599	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2020-26599	10/20/2020	10/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers Liability			NDO1071553E	11/05/2020	11/05/2021	Limit \$1MIL/\$1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Fulton County Government 141 Pryor Street, SW  Atlanta GA 30303	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: right;"><i>Vicki M. Hamby</i></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2021

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<b>PRODUCER</b> Hamby & Aloisio Inc. 53 Perimeter Center East #400  Atlanta GA 30346	<b>CONTACT NAME:</b> Judith Davis, CISR, CPSR <b>PHONE (A/C, No, Ext):</b> (770) 551-3270 <b>FAX (A/C, No):</b> (770) 551-3289 <b>E-MAIL ADDRESS:</b> judith@hains.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Alliance of Nonprofits for Ins. <b>INSURER B:</b> USLI <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Johns Creek Community Arts Center, Inc. 6290 Abbotts Bridge Rd., Bldg. 700 Johns Creek GA 30097	<b>NAIC #</b> 10023

**COVERAGES****CERTIFICATE NUMBER:** 2020-2021**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 20,000
	OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>	Y		2020-26599	10/20/2020	10/20/2021	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						Liquor Liability \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b>						BODILY INJURY (Per person) \$
	<b>EXCESS LIAB</b>						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PROPERTY DAMAGE (Per accident) \$
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers Liability			NDO1071553E	11/05/2020	11/05/2021	Limit \$1MIL/\$1MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

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**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT  
BETWEEN FULTON COUNTY, GEORGIA  
AND  
HAMMONDS HOUSE MUSEUM, INC.**

**THIS CONTRACT**, entered into this 22 day of July, 2021, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as "County"), and HAMMONDS HOUSE MUSEUM, INC., located at 503 Peebles Street, SW Atlanta, GA 30310 (hereinafter referred to as "HHM").

**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**, HHM, formerly known as Hammonds House Galleries, was established as a 501 (c) (3) not for profit corporation in 1988 and states that it can provide 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 \$200,000.00 to the HHM to provide arts and related services for the citizens of Fulton County; and

**WHEREAS**, HHM guarantees, by and through this contract, that the funds expended under this Contract will be expended for arts and cultural program delivery purposes consistent with the Contractor's non-profit status, deriving no profit to the organization and that the activities funded are consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder and shall take place within Fulton County, Georgia.

**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 **\$200,000.00** to HHM for the operation and management of the current arts and culture programs based at 503 Peeples Street, SW Atlanta, GA 30310. HHM will perform the services in accordance with Attachment “A” of this Contract, "Scope of Work", attached hereto and made a part hereof.

## **2.0 COMPENSATION FOR SERVICES AND WORK**

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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. HHM 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 HHM 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.

HHM 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.”

## **4.0 TERMINATION OF AGREEMENT**

### **4.1 TERMINATION OF AGREEMENT FOR CAUSE**

Either County or HHM 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, HHM 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 HHM.

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

HHM 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. HHM's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County laws, rules and regulations. Further, HHM 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**

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Further, in the event that HHM 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 HHM 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, HHM agrees to display and make known that the services were assisted under the auspices of Fulton County.

## **9.0 ASSIGNMENT OF CONTRACT**

HHM 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.

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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)**

HHM 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**

HHM 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 HHM, its agents, employees, officers and directors. HHM 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 HHM'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 HHM, 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 HHM's duly authorized representatives.

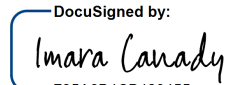
FURTHER, in the event of any material change or modification in HHM's Contract or any contract with any other funding source during the course of this Contract, HHM shall immediately notify the Department of Arts & Culture of such change. Nothing herein shall preclude HHM to pursue contract extensions 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 22 day of July, 2021.

**Hammonds House Museum, Inc.**

DocuSigned by:  
  
 735A6B4CB420455...  
 Imara Canady, Board Chairman  
 Hammonds House Museum, Inc.

Attest:

DocuSigned by:  
  
 9B6EC267AB644D1...  
 (Signature)

Karen Comer Lowe  
 Name (Type or Print)

Executive Director  
 Title

**Fulton County**

DocuSigned by:  
  
 167FDE80EDA436...  
 Robert L. Pitts, Chair  
 Board of Commissioners

DocuSigned by:



Attest:

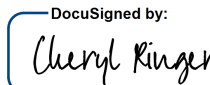
DocuSigned by:  
  
 EEC476C4837648B...  
 Tonya Grier,  
 Interim Clerk to the Commission

(Seal)

Approved as to Content:

DocuSigned by:  
  
 E41CE12C06E74A9...  
 David Manuel, Director  
 Department of Arts & Culture

Approved as to Form:

DocuSigned by:  
  
 E6C34E63F54F407...  
 Office of the County Attorney

Please select RCS or RM from the checkbox

☒ RCS

☐ RM

ITEM#: xxx	RCS: xxx	ITEM#: 2021-0533	RM: 7/14/2021
RECESS MEETING xxx		REGULAR MEETING xxx	



## **ATTACHMENT “A”SCOPE OF WORK**

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

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) allocated to HHM, HHM agrees to perform services and provide the following program administration and evaluation information:

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

1. HHM agrees to provide arts and cultural services on a scheduled basis during regular hours for the benefit of the general public.
2. HHM agrees to direct day-to-day supervision of the management of HAMMONDS HOUSE MUSEUM and will operate at least 30 hours per week, with a responsible person to be located on site during operational hours.
3. HHM agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote arts education, cultural education and activities and community arts outreach for the benefit of the public.
4. HHM agrees to provide the Department of Arts & Culture with:
  - A. Copy of HHM’s 2021 Work Plan, including program service goals and objectives;
  - B. Schedule of 2021 programs and special events and the numbers of expected participants;
  - C. Copy of Year End Financial Statement for 2020;
  - D. Copy of Certificate of Insurance, as described in “Attachment B”; and
  - E. Copy certifying HHM 501(c) (3) status.
  - F. 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 (10<sup>th</sup>) day of each month during the term of this Contract, HHM agrees to provide the Department of Arts & Culture with:
  - A. Monthly attendance report for each arts and culture program or event held beginning January 1 through December 31, 2021; and
  - B. Number of arts instructors, program volunteers and number of volunteer hours donated for arts and cultural programs and activities for the prior month and deliverable on a rolling basis. January through December 2021 reports are due the following month by the tenth (10<sup>th</sup>) business day
6. Contract funding will be paid out in one disbursement.

**ATTACHMENT “B”**

**INSURANCE AND LIABILITY**

HHM 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 HHM, 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



Finance Department  
141 Pryor Street SW, Suite 5000  
Atlanta, GA 30303

August 3, 2021

**Re: Fulton County-Self-Funded Liability Coverage/Program**

To whom it may concern:

**Fulton County Government does not procure or maintain any General or Excess Liability, Automobile Liability, Medical Malpractice or Primary Workers Compensation (Employers Liability) policies of insurance.**

**The County does maintain the Risk fund to self -insure for the aforementioned exposures related to the business activities and or operation Fulton County Government, Its Officers, Officials and Employees.**

**Additionally, in accordance with the applicable Fulton County Code, the County provides, (with approval by the Board of Commissioners) for the defense of County officers and employees and the payment of claims and judgements “whenever any claim is made or proceeding is brought against an employee.... claims asserting personal liability for damages or expenses arising out of the performance of his duties...” (Fulton County Code of Laws, Section 102-81)**

**Should you have any questions, please feel free to give me a call at 404-612-0556.**

Respectfully,

*Latoya Belgrave-Green*

**Latoya Belgrave-Green, CWCP  
Risk Manager  
Risk Management and Workers Compensation Division  
Fulton County Government**

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Edgewood Partners Ins. Center</b> <b>2405 Satellite Blvd., Ste. 200</b> <b>Duluth, GA 30096</b> <b>770 232-0202</b>	<b>CONTACT NAME:</b> LaToya Cotton <b>PHONE (A/C, No, Ext):</b> - <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> latoya.cotton@epicbrokers.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Safety National Casualty</b> <b>NAIC # 15105</b>
<b>INSURED</b> <b>Fulton County Government</b> <b>141 Pryor Street SW</b> <b>Suite 5000</b> <b>Atlanta, GA 30303</b>	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>SP4062782</b>	<b>03/01/2021</b>	<b>03/01/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ <b>1,000,000</b> E.I. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.I. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Fulton County Government is Self-Insured for General Liability, Automobile Liability, Automobile Physical Damage and Excess Liability.**

**CERTIFICATE HOLDER****CANCELLATION**

**Hammonds House Museum**  
**503 Peoples Street SW**  
**Atlanta, GA 30310**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Stephen Adkins*

**STATE OF GEORGIA  
COUNTY OF FULTON**

**CONTRACT  
BETWEEN FULTON COUNTY, GEORGIA  
AND  
NATIONAL BLACK ARTS FESTIVAL**

**THIS CONTRACT**, entered into this 22 day of July, 20

21, between FULTON COUNTY, a political subdivision of the state of Georgia (hereinafter referred to as "County"), and NATIONAL BLACK ARTS FESTIVAL, located at 1429 Fairmont Ave., NW, Suite J, Atlanta, GA 30318 (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 \$200,000.00 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 **\$200,000.00** 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 Two Hundred Thousand Dollars (**\$200,000.00**).

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.

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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.

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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.


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### **14.0 GOVERNING LAW**

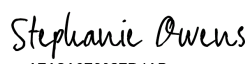
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**IN WITNESS WHEREOF**, each party attest that the individual(s) executing the Contract in its behalf has both express and apparent authority to bind the respective entity to the terms and conditions of the Contract and has hereto caused the Contract to be executed and delivered on this, the 22 day of July, 2021.

### National Black Arts Festival

DocuSigned by:  
  
 121FA2252E614F8...  
 Tracey Lloyd, Board Chair  
 National Black Arts Festival

Attest:

DocuSigned by:  
  
 A7A2A970827D4AB...  
 (Signature)  
 Stephanie Owens  
 Name  
 Executive Director  
 Title

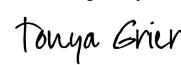
### Fulton County

DocuSigned by:  
  
 167FDE80EDAF436...  
 Robert L. Pitts, Chair  
 Board of Commissioners



(Seal)

Attest:

DocuSigned by:  
  
 EEG476C4837648D...  
 Tonya Grier,  
 Interim Clerk to the Commission

Approved as to Content:

DocuSigned by:  
  
 E41CE12C05E74A9...  
 David Manuel, Director  
 Department of Arts & Culture

Approved as to Form:

DocuSigned by:  
  
 F6C34E63F54E407...  
 Office of the County Attorney

Please select RCS or RM from the checkbox

X RCS X RM

ITEM#: xxx	RCS: xxx	ITEM#: 2021-0533	RM: 7/14/2021
RECESS MEETING xxx		REGULAR MEETING 2021-0533	7/14/2021

## **ATTACHMENT “A”**

### **SCOPE OF WORK**

#### **NATIONAL BLACK ARTS FESTIVAL**

In consideration of the not to exceed amount of TWO HUNDRED THOUSAND (\$200,000.00) 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

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/18/2021

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<b>PRODUCER</b> <b>Haas &amp; Wilkerson Insurance</b> <b>4300 Shawnee Mission Parkway</b> <b>Fairway, KS 66205</b> <b>913 432-4400</b>	<b>CONTACT NAME:</b> <b>Debbie Johnson</b> <b>PHONE (A/C, No, Ext):</b> <b>913 432-4400</b> <b>FAX (A/C, No):</b> <b>913 749-4868</b> <b>E-MAIL:</b> <b>debbie.johnson@hwins.com</b> <b>ADDRESS:</b>														
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<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>G21427998</b>	<b>05/18/2021</b>	<b>05/18/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$500,000</b> MED EXP (Any one person) <b>\$ Excluded</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$5,000,000</b> PRODUCTS - COMP/OP AGG <b>\$5,000,000</b> \$
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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<b>C</b>	<b>Contents</b>			<b>MNP1001177</b>	<b>05/18/2021</b>	<b>05/18/2022</b>	<b>\$40,000</b> <b>\$1,000 Deductible</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Governmental Entity (Form CG2026/LD-22318)**

The certificate holder is named as an additional insured on the general liability policy but only with respect to liability arising out of the named insured's operations or premises owned by or rented to the named insured per form CG2026/LD-22318. Waiver of Subrogation per form CG2404 applies on General Liability and form CA0444 applies on Business Auto policy. RE: DPRCA Service Grant

**CERTIFICATE HOLDER****CANCELLATION**

**City of Atlanta**  
**c/o Enterprise Risk Management**  
**68 Mitchell St., Ste. #9100**  
**Atlanta, GA 30303**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Landlord (owner or lessee of the site) (Form LD9Z27/L-9Z27S1)**

**Fairmont Flats, LLC and Fifth Street Management, LCC are named as an additional insured on the general liability policy but only with respect to liability arising out of the ownership, maintenance, or use of (See Attached Descriptions)**

**CERTIFICATE HOLDER****CANCELLATION**

**Fifth Street Management, LLC**  
**1819 Peachtree Road NE Suite 575**  
**Atlanta, GA 30309**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*William R. Johnson III*

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**DESCRIPTIONS (Continued from Page 1)**

that part of the premises leased or licensed to the named insured and only during the term of the named insured's lease to occupy or license to use and only to the extent of liability resulting from an occurrence arising out of the named insured's negligence. This insurance is primary and non-contributory. Waiver of Subrogation Form CG2404 applies.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/22/2021

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**CERTIFICATE HOLDER****CANCELLATION**

**Fulton County**  
**Department of Arts & Culture**  
**141 Pryor Street SW #2030**  
**Atlanta, GA 30303**

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AUTHORIZED REPRESENTATIVE

*William R. Johnson IV*

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