

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND INNER CITY MUSLIM ACTION NETWORK CORP**

THIS CONTRACT, entered this _____ day of April 2024, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **INNER CITY MUSLIM ACTION NETWORK CORP**, a Foreign Nonprofit Corporation (“IMAN Atlanta”).

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, Fulton County is authorized and empowered under the laws of the State of Georgia to enter contracts for services with individuals, organizations, and institutions, for purely charitable reasons to include humanities and educational purposes, provided that the activities funded by any such contributions shall take place within the county making the contribution; and

WHEREAS, IMAN Atlanta is a foreign nonprofit company authorized to conduct business in the State of Georgia that fosters health, wellness, and healing in the inner city by organizing for social change, cultivating the arts, and operating a holistic health center; and

WHEREAS, IMAN Atlanta has steadily grown and in 2016, opened its second office in Atlanta to continue mobilizing a cross-section of people committed to this mission; and

WHEREAS, IMAN Atlanta purchased the property located at 2179 Martin Luther King, Jr. Drive S.W., Atlanta GA 30310 with the ultimate goal of operating a federated health center, but until that time will utilize the facility for a much-needed Wellness Center and Food Pantry; and

WHEREAS, IMAN Atlanta distributes over 2,000 pounds of food per month to migrants, community members and participants in the Green ReEntry Program and will host Artistic Installations and Wellness Workshops in the space as well as the food pantry; and

WHEREAS, there is a need for a food pantry on Martin Luther King, Jr. Drive S.W. to support the community and IMAN Atlanta’s goal is to use the County funds to renovate the facility for an opening of a Wellness Center and Food Pantry in third-quarter 2024; and

WHEREAS, the Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates; and

WHEREAS, on January 24, 2024, the Fulton County Board of Commissioners approved a \$75,000 increase in the FY2024 Budget for the Department of Community Development to be allocated specifically to IMAN Atlanta; and

WHEREAS, with the approval of the funding in the County’s budget, the parties require a contract (“Contract”) to memorialize the services to be performed by IMAN Atlanta for Fulton County providing this necessary funding; and

WHEREAS, IMAN Atlanta guarantees, by and through this Contract, that it shall expend

the funds under this Contract for services provided to individuals in Fulton County that are consistent with its mission and deriving no profit to the organization, and on activities within Fulton County consistent with the Contract provisions outlined in Section 1.0 and Attachment "A" hereunder.

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 an amount not to exceed **\$75,000.00** to IMAN Atlanta to help provide operational resources for certain programs and service-related activities in Fulton County as further described in Attachment "A".

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 IMAN Atlanta per the terms and execution of this Contract is not to exceed Seventy-Five Thousand Dollars (**\$75,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that IMAN Atlanta agrees to submit the required invoices and documentation supporting the services performed for the monies expended to the Director of the Fulton County Department of Community Development by December 31, 2024, as required in Attachment "A," Scope of Work. Two (2) copies of the documentation shall be included with the submission.

3.0 TERM OF CONTRACT

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, 2024, unless otherwise terminated first by the County. IMAN Atlanta shall utilize the County's funding only for services which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this Contract.

IMAN Atlanta 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 IMPROPER EXPENDITURES

Any item of expenditure by IMAN Atlanta under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of IMAN Atlanta, shall become IMAN Atlanta's liability, to be paid by IMAN Atlanta from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION/SUSPENSION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or IMAN Atlanta may terminate this Contract in the event the other party fails to perform in a timely and proper manner its obligations in accordance with the provisions of the Contract. Any party seeking to terminate this Contract is required to give seven (7) days prior written notice to the other party specifying the reasons for such intention to terminate or suspend the Contract. The party receiving such notice under this provision shall have seven (7) days after receipt of service of the notice to correct the violation. If performance is not made, the Contract shall, upon expiration of said seven (7) days from the date notice is delivered, be suspended, or terminated without further notice. Notice of termination shall be delivered by hand delivery, certified mail with receipt for delivery returned to the sender, or delivery by a nationally recognized overnight delivery service.

5.2 TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provisions, the County may terminate this Contract for its convenience at any time by giving at least seven (7) days prior notice in writing (hand delivery or certified mail with receipt) to IMAN Atlanta.

5.2 RETURN OF UNUSED FUNDS

In the event this Contract is terminated pursuant to either Section 5.1 or 5.2 herein, IMAN Atlanta shall promptly return all unused or unencumbered funds to Fulton County. This provision shall survive termination of the Contract.

5.3 SUSPENSION

The County may by written notice to IMAN Atlanta, suspend the use of County funds where it is determined that any portion of work or services for which County funds are utilized does not match the services and work described in Section 1.0 herein, and in Attachment "A". Upon receipt of a suspension notice, IMAN Atlanta must:

- 1) Immediately take corrective measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, IMAN Atlanta will immediately resume performance under this Contract as required in the notice.

6.0 RECORDS, REPORTS AND AUDITS

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

7.0 INSPECTION OF FILES AND RECORDS

Fulton County shall at all reasonable times have access to the pertinent offices and books and records of IMAN Atlanta for inspection of the activities performed and expenses incurred under this Contract.

8.0 PUBLICITY

Any favorable publicity given to the services provided in Attachment "A" following the execution of this Contract must identify Fulton County prominently as a sponsoring agency. Specifically, in all publications referencing the services funded under this Contract, IMAN Atlanta agrees to display and make known that the services were assisted under the auspices of Fulton County.

9.0 ASSIGNMENT OF CONTRACT

IMAN Atlanta 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 covered by this Contract, 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

IMAN Atlanta 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

IMAN Atlanta 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 IMAN Atlanta, its agents, employees, officers and directors. IMAN Atlanta 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 IMAN Atlanta'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 the IMAN Atlanta, 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 IMAN Atlanta duly authorized representatives.

Further, in the event of any material change or modification in IMAN Atlanta's Contract or any contract with any other funding source during the course of this Contract, IMAN Atlanta shall immediately notify the Director of the Department of Community Development of such change. Nothing herein shall preclude IMAN Atlanta from pursuing contracts with the County for subsequent years, with the approval of additional funding by the Board of Commissioners.

14.0 NO THIRD-PARTY BENEFICIARY

This Contract is not intended to, and shall not be considered to, give any third-party any interest or right with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Contract. The relationship described in this Contract is intended solely for the mutual benefit of the parties, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than IMAN Atlanta and the County.

15.0 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.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

13.8 BOLD HARMLESS IDENTIFICATION

IMAN Atlanta hereby warrants, represents, covenants and agrees to indemnify and hold harmless the County, its commissioners, officers and employees from any and all claims, losses, liabilities, damages, delinquencies 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 IMAN Atlanta, its agents, employees, officers and directors. IMAN Atlanta does hereby 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 IMAN Atlanta's agents and employees, without regard to negligence. The language of this indemnification clause shall survive the termination of this Contract.

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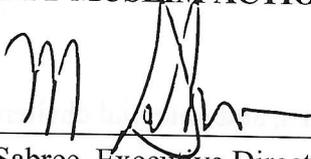
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15.8 GOVERNING LAW

This Contract shall be governed in all respects as to liability, construction, capacity, and

IN WITNESS WHEREOF, each party attests that the individual(s) executing the Contract on 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 2 day of April, 2024.

**INNER CITY MUSLIM ACTION NETWORK
CORP**

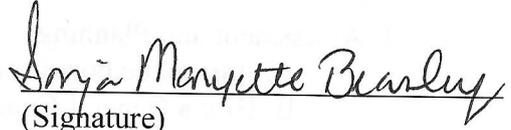


Mansoor Sabree, Executive Director
Inner-City Muslim Action Network



(Seal)

Attest:



(Signature)

Sonja Manyette Beasley
Name (Typed or Printed)

Notary Public
Title

Fulton County, Georgia

Attest:

Robert L. Pitts, Chair
Board of Commissioners

Tonya Grier,
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

Stanley Wilson, Director
Department of Community Development

Office of the County Attorney

**ATTACHMENT “A” SCOPE OF WORK
INNER CITY MUSLIM ACTION NETWORK CORP**

In consideration of the not to exceed amount of SEVENTY-FIVE THOUSAND (\$75,000.00) allocated to the Inner City Muslim Action Network Corp (IMAN Atlanta) as part of the Fulton County Community Development Department’s FY2024 Budget, IMAN Atlanta agrees to perform the services outlined below and provide the following information:

A. Phase I Renovation of the Wellness Center & Food Pantry
(2179 MLK Dr. SW, ATLANTA GA 30310)

I. Assessment and Planning:

- A. Assess the home's structure, zoning regulations, and potential challenges.
- B. Hire a General Contractor.
- C. Define renovation scope, including wellness services, pantry layout, and sustainability goals.
- D. Develop a project plan with timelines, budgets, and permits.

II. Design:

- A. Collaborate with an architect if needed for efficient space layout and sustainable design.
- B. Design energy-efficient HVAC, lighting, and insulation systems.

III. Construction

- A. Make structural modifications as needed.
- B. Install energy-efficient windows, and insulation
- C. Build dedicated wellness and pantry spaces.

IV. Sustainability Integration

- A. Implement waste reduction, composting, and recycling programs.
- B. Source organic, local produce for the pantry.

V. Testing and Commissioning

- A. Test all systems and train staff on operations.
- B. Conduct a soft opening for community feedback.

VI. Ongoing Maintenance

- A. Establish maintenance schedule for building and systems.
- B. Monitor energy, water, and waste metrics for continuous improvement.

- B. By December 31, 2024, IMAN Atlanta shall submit invoices to the County reflecting that IMAN Atlanta has utilized the County’s funding to provide the services outlined above. All invoices submitted to verify eligible expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303.

ATTACHMENT "B"

INSURANCE AND LIABILITY

IMAN Atlanta 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 IMAN Atlanta 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 |

