

1 A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA TO ACCEPT THE
2 DONATION OF A MURAL BY LOCAL ARTIST DIANA TOMA SPONSORED BY THE
3 FRIENDS OF THE SANDY SPRINGS LIBRARY TO BE PAINTED AT THE SANDY
4 SPRINGS LIBRARY; APPROVING THE INSTALLATION AGREEMENT WITH
5 ARTIST DIANA TOMA AND THE FRIENDS OF SANDY SPRINGS LIBRARY, INC.;
6 AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH THE LOCAL
7 ARTIST AND THE FRIENDS GROUP; AUTHORIZING THE COUNTY ATTORNEY TO
8 APPROVE THE AGREEMENT AS TO FORM AND MAKE NECESSARY
9 MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER
10 PURPOSES.

11
12 **WHEREAS**, the Fulton County Public Library Systems ("FCPL") operates library
13 facilities throughout the incorporated and unincorporated areas of Fulton County,
14 Georgia; and

15 **WHEREAS**, the Friends of the Sandy Springs Library is a non-profit 501(c)(3)
16 organization that provides the volunteers and the funding for adult, children's and young
17 adult programs, activities and events that take place at the Sandy Springs Library; and

18 **WHEREAS**, the Friends of the Sandy Springs Library are individuals, families
19 and businesses who share an appreciation for the resources and services provided by
20 the Sandy Springs Library; and

21 **WHEREAS**, local artist Diana Toma has produced previous works of art
22 displayed at the Sandy Springs Library; and

23 **WHEREAS**, the Friends of the Sandy Springs Library have commissioned and
24 provided funding to Diana Toma to paint a mural in the children's section of the Sandy
25 Springs Library; and

26 **WHEREAS**, the Friends of Sandy Springs Library and artist Diana Toma desire
27 to donate the physical mural to Fulton County to be painted and depicted in the Sandy
28 Springs Library, and granting the County to utilize its images for educational purposes;
29 and

1 **WHEREAS**, the Board of Commissioners being a strong supporter of the arts
2 deems it in the best interest of its citizens to accept the donation of the mural from the
3 Friends of Sandy Springs and artis Diana Toma for placement in the Sandy Springs
4 Library; and

5 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Fulton County Board of
6 Commissioners has exclusive jurisdiction and control over all property and money
7 belonging to the County, which would include the Sandy Springs Library.

8 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of
9 Fulton County, Georgia hereby accepts the donation from the Friends of Sandy Springs
10 and artist Diana Toma of a mural to be painted by Artist Diana Toma at the Sandy
11 Springs Library, at no cost to Fulton County and in accordance with all applicable
12 policies, ordinances or Resolutions.

13 **BE IT FURTHER RESOLVED**, that the Board of Commissioners of Fulton
14 County, Georgia hereby approves the Installation Agreement between Fulton County,
15 artis Diana Toma and the Friends of Sandy Springs Library, Inc., attached hereto in
16 substantial form as Attachment 1, and incorporated herein by reference.

17 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
18 Commissioners is hereby authorized to execute the Installation Agreement and other
19 necessary documents to effectuate the donation of services relating to the painting and
20 installation of the mural at the Sandy Springs Library.

21 **BE IT FURTHER RESOLVED**, that prior to the execution of any documents, the
22 County Attorney shall approve all documents related to this donation as to form and
23 make any necessary changes thereto to protect the County's interest.

BE IT FINALLY RESOLVED that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this 18th day of May, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

DONATION AND INSTALLATION AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS INSTALLATION AGREEMENT, made and entered into this ____ day of _____, 2022 between FULTON COUNTY, a political subdivision of the State of Georgia, Diana Toma (hereinafter referred to as "Artist") and the Friends of the Sandy Springs Library, Inc. (hereinafter "FOSSL"), with all referred herein as the "Parties."

WHEREAS, FOSSL has commissioned the Artist to create certain artwork for Fulton County, which is depicted in Exhibit B, hereto and incorporated by reference;

WHEREAS, Artist is a recognized artist and has other works of art displayed in Fulton County;

WHEREAS, FOSSL and Artist wish to create a work of art (the "Work") in Artist's own unique style;

WHEREAS, the Fulton County Library System, (hereinafter referred to as "FCLS") has been designated by Fulton County as its representative to work directly with Artist and shall perform certain services as defined herein;

WHEREAS, the Parties acknowledge the commission of the Work by Artist shall be installed in Fulton County, Georgia, at the Sandy Springs Library, (the "Site");

WHEREAS, the parties wish to have the Work governed by the mutual obligations, covenants and conditions herein:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other valuable considerations, receipt being acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES.

The parties acknowledge that the Work shall be a mural painting at the Sandy Springs Library. The work is more

fully described in the Artist's Proposal (Exhibit B) attached hereto and incorporated herein by reference.

Artist shall execute, fabricate, deliver and install, or supervise installation of, the Work and provide other post-installation services as described above.

II. PURPOSE OF AGREEMENT.

Artist, as sole owner and creator of the Work hereby donates the Work to Fulton County. In consideration of Artist's donation of the Work to Fulton County, Fulton County agrees to publicly display the Work in the Site for a period of at least one year and to credit Artist on a sign posted with the Work; the sign will also credit FOSSL for their support in arranging the donation.

III. FUNDING OF WORK.

FOSSL agrees to be solely responsible for all funds necessary to commission and install the Work at the Site, with Fulton County having no financial obligation for the creation or installation of the Work.

IV. FABRICATION AND INSTALLATION.

A. Artist Provides. Artist shall be responsible for all supplies, materials and equipment as necessary for the Work's creation, fabrication, transportation, erection and installation except as otherwise delineated herein. Artist shall determine the Work's artistic expression, scope, design, color, size, materials and texture, all of which shall be subject to review and acceptance by Fulton County as set forth in this Agreement.

1. Review and Conformity of the Work.

a. Conformity of the Work. Artist shall complete the creation and fabrication of the Work in conformity with the approved Proposal (Exhibit B).

b. Proposed Changes in the Work. Artist shall present any proposed significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work not permitted by

or not in conformity with the approved Proposal (Exhibit B) to Fulton County in writing for Fulton County's review and approval. A significant change is any change in the artistic expression, scope, design, color, size, material, texture or proposed location on the Site of the Work that affects installation, scheduling, proposed site preparation, maintenance of the Work, or the concept of the Work as represented in the approved Proposal (Exhibit B). Fulton County reserves the right to reject any significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work or proposed location.

2. Fulton County's Acceptance of the Work. The installation of the Work shall be considered complete, and the Work shall be considered accepted by Fulton County, following Artist's installation of the Work, removal of Artist's and/or installer's equipment, site debris, excess materials, etc., and written instructions for appropriate maintenance and preservation of the Work and Fulton County's verification, confirmation and acceptance by written notice to Artist to confirm compliance.

3. The completed work must be installed at the site no later than DATE.

B. Fulton County Provides. Fulton County shall provide the following goods and services:

1. Site Preparation. While Fulton County shall take into consideration the preferences of Artist, Fulton County shall have the right to make final decisions regarding the Site preparation for the Work.

a. Artist will coordinate with Fulton County about attachment.

b. Fulton County will provide or be responsible for any water, electricity, lighting or other necessary utility services.

C. Publicity. Each party gives to the other its permission to use the other Party's name, picture, portrait and

photographs, if any, in all forms of media and in all manner, including, but not limited to, exhibition, display, advertising, trade and editorial uses, subject to the provisions of this Agreement regarding copyright, and without any violation of either party's rights of privacy or any other personal or proprietary rights they may possess solely in connection with the Work commissioned under this Agreement.

- D. The FCLS shall maintain on file a record of this Agreement and of the location and disposition of Work.

V. DURATION OF ACTIVITIES.

Duration. This Agreement shall commence upon complete execution hereof and shall remain in effect until midnight, DATE and conclude upon the satisfactory completion of the terms and conditions set forth herein as mutually agreed by the parties hereto.

VI. REPRESENTATIONS AND WARRANTIES.

- A. Schedule. Artist represents and warrants Artist can meet the schedules established pursuant to this Agreement and Artist is capable of completing this project within the required deadline.
- B. Warranties of Quality and Condition. Artist represents and warrants that the execution and fabrication of the Work will be performed in a workmanlike manner; that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defect consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendation submitted by the Artist as required hereinabove.
- C. Original Creation. Artist further represents and warrants that:
1. The Work shall be the original creation of Artist and is solely the result of the artistic effort of Artist;
 2. The complete commission will be solely the result of the artistic effort of Artist;

3. Except as otherwise disclosed in writing to Fulton County, the Work is unique and original and does not infringe upon any copyrights;
 4. The Work has not been accepted for sale elsewhere; and
 5. The Work and all copyrights thereto are the sole property of Artist and are free and clear from any liens, claims or licenses from any source whatsoever.
- D. Artist shall not cause or permit any hazardous material to be used or incorporated within the Work without notice and specific written consent of Fulton County.

VII. INDEPENDENT CONTRACTOR

Artist agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Artist. Under no circumstances shall the Artist, its directors, officers, employees, agents, partners, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, subcontractors, assigns, or legal representatives of the County. Artist acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

VIII. COPYRIGHTS, TITLE, PERMITTED USES AND CREDITS.

A. Copyrights.

1. General. Artist specifically retains all rights under the Copyright Act, 17 U.S.C. §101, et. seq., as amended by the Visual Artists Rights Act, 17 U.S.C. §106A, and all other rights in and to the Proposal and completed Work (see Paragraph IV.A.2), commissioned pursuant to this agreement, except ownership and possession, and other such rights that are expressly limited by this Agreement. Upon Fulton County's final acceptance of the completed Work (in accordance with Paragraph IV.A.2), Fulton County shall retain title, but copyright belongs to and remains with Artist.

In view of the intention that the completed Work shall be unique, the Artist shall not make any exact

duplicate reproductions of the completed Work nor shall the Artist grant permission to others to do so except with the written permission of Fulton County.

The Artist shall grant to Fulton County and to FOSSL an irrevocable license to create, limit or control reproductions of the images for educational and other non-commercial uses, the display or exhibition of models or drawings, and, with prior notification to the Artist, the right to use an image or likeness of the completed Work for commercial or fundraising uses.

2. Registration. Artist, in her discretion, is solely responsible for registering the copyright for the Work with the United States Register of Copyrights. The Artist is solely responsible for enforcing the copyright.
 3. Documents. Submission or distribution of documents to meet any official regulatory requirements or for similar purposes in connection with the installation of the Work on the Site shall not be construed as publication in derogation of the copyright in the Work or either party's reserved rights.
 4. Copyright Notice. All copies, reproductions or derivative works shall contain an appropriate copyright notice identifying the copyright owner and the date of the original publication.
 5. Publication. No publication of the Work shall be made by either party prior to the final written acceptance of the Work by Fulton County as delineated in Paragraph IV.A.2. herein, transfer of title is complete, and Fulton County publishes the Work to the public.
- B. Title. Title to the Work shall transfer to Fulton County upon final acceptance of the Work by Fulton County as delineated in Paragraph IV.A.2. herein. Artist shall effect transfer of title by executing and delivering transfer documents, confirmation of transfer or other written instruments as Fulton County may supply and reasonably request.
- C. Permitted Uses. Fulton County grants to Artist the right to:

1. Include photographs, drawings or similar images of the Work in Artist's portfolio of artwork for purposes of demonstrating Artist's work; and
2. Use photographs, drawings or similar images of the Work for educational purposes.

The foregoing permitted uses of the Work shall not include any right to exploit commercially any copies, reproductions, public displays, sales or derivatives of the Work of any kind or in any manner, except two dimensional photographs in Artist's catalog or for biographical purposes.

D. Credit.

1. Credit to Fulton County. Artist shall give credit to Fulton County in any publication or public display of any photographs of the Work. The credit shall also include an appropriate copyright notice identifying the copyright owner and the date of the original publication.
2. Credit to Artist. All copies, reproductions or derivatives of the Work created by Fulton County shall contain a credit to the Artist.

IX. MAINTENANCE, REPAIRS, RESTORATIONS AND ALTERATIONS.

A. Maintenance. Fulton County shall use reasonable efforts to ensure that the Work is properly maintained and reasonably protected, taking into account the instructions of Artist provided in accordance with Paragraph IV.A. herein (Fulton County shall have the right to preserve the Work).

B. Repairs and Restorations.

1. Determination of Need. Fulton County shall have the right to determine, after consultation with a professional conservator, when and if maintenance, repairs and restorations to the Work will be made.
2. Artist's Rights to Repair or Restore. During Artist's lifetime, Fulton County shall make reasonable efforts to consult with the Artist regarding any repair or conservation and to contract with Artist or Artist's

designee in the repair or conservation of the Work.

- a. If Artist or Artist's designee cannot be located to discuss any repair or restoration, Fulton County shall have the right to make the repair or restoration.
 - b. To the extent practical, during Artist's lifetime, Artist, or Artist's designee, shall be given the opportunity to make or to supervise personally any significant repairs and restorations and shall be paid a reasonable fee for any services, provided that Fulton County and Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon Artist's fee for services.
 - c. Artist, or Artist's designee, shall be afforded a maximum period of one (1) month to accept or decline the opportunity to provide the services, providing, however, that the state of the Work will not deteriorate during this period.
3. Adherence to Principles of Conservation. All maintenance, repairs and restorations shall take into consideration and be based upon recognized principles of conservation.

C. Alteration and Relocation.

1. Notification of Proposed Site Alterations. Fulton County shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work. Fulton County shall take into consideration Artist's concerns in the planning and execution of any alteration and shall make a reasonable effort to maintain the integrity of the Work.
2. Relocation of the Work. Nothing in this Paragraph IX.C. shall preclude any right of Fulton County to:
 - a. Move the Work to a different site;
 - b. Temporarily store the Work; or
 - c. Remove the Work from public display.

- d. In the event that Fulton County moves the Work to a different site, Fulton County agrees to no longer represent the Work as that of Artist upon receipt of written request to that effect from Artist.
 3. Fulton County agrees that it will not intentionally damage, alter, modify or change the Work.
 4. Notwithstanding the above, should disaster, accident or emergency render the continued presence of the Work or building to which it is affixed a hazard, Fulton County shall have the right to remove the Work and/or building as to alleviate the hazardous situation without making prior notification to the Artist or obtaining the Artist's consent.
 5. If the Work becomes a burden to Fulton County, Fulton County has the right to determine if the Work should be destroyed. Artist shall have the right of refusal to purchase the Work from Fulton County, providing it stands alone and is not integrated into a larger architectural or sculptural element and can be removed without expense to Fulton County. If the sale is made to Artist, price paid for Work will be fair market value as agreed to by Fulton County. Artist will have ten (10) days to remove the work unless otherwise arranged.
- D. Records. Fulton County shall maintain a record of this Agreement and of the location and disposition of the Work as set out in Paragraph IV.D.
- E. Addresses and Assigns.
1. Artist's Address. Artist shall notify Fulton County of changes in Artist's address. The failure to do so, if the failure prevents Fulton County from locating Artist, shall be deemed a waiver by Artist of the right to enforce any and all provisions of this Agreement that require the express approval of Artist. However, Fulton County shall make a good faith effort to notify Artist, and should Artist fail to respond within sixty (60) days then Artist will be deemed to have granted approval as well as the waiver of rights as set out above. Notwithstanding this provision,

Fulton County shall make every reasonable effort to locate Artist when matters arise relating to Artist's rights pursuant to this Agreement.

2. Fulton County's Address and Assigns. Fulton County shall notify Artist of changes in ownership of the Work and any associated changes in address as regards this Agreement.

F. Surviving Covenants. To the extent allowable by law, covenants and obligations set forth in this Paragraph IX. shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and Fulton County's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of Artist. Fulton County shall give any subsequent owner of the Work notice in writing of the covenants herein, and shall cause each owner to be bound thereby.

G. Additional Rights and Remedies. Nothing contained in this Paragraph IX. shall be construed as a limitation on the other rights and remedies available to the parties under the law which may now or in the future be applicable.

X. ASSIGNMENT TRANSFER, SUBCONTRACTING.

Assignment or Transfer of Interest. No Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Parties.

XI. NO JOINT VENTURE.

Fulton County and the FCLS are not and shall not be deemed to be, for any purpose, partners or joint ventures with Artist.

XII. NOTICES.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

A. If to Fulton County: Executive Director

Fulton County Library System
1 Margaret Mitchel Square
Atlanta, GA 30303

B. If to Artist: Diana Toma
2729 Meadow Drive
Marietta, Georgia 30062

C. If to FOSSL: Friends of the Sandy Springs
Library, Inc.
395 Mount Vernon Highway
Sandy Springs, GA 30328

XIII. MODIFICATION.

No alteration, amendment, change, supplement or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of Fulton County.

XIV. HEIRS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of Fulton County, Artist and their respective heirs, personal representatives, successors and permitted assigns. Whenever in this instrument a reference to any party is made, the reference shall be deemed to include a reference to the legal representatives, heirs, successors and assigns of any party hereto.

XV. GOVERNING LAW.

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be construed, interpreted, and governed, controlled and defined by and under the laws of the State of Georgia.

XVI. OTHER.

A. Project Title. Parties agree the project shall be referred to as Sandy Springs Library Mural 2022. The Artist agrees to provide FCLS with the final title of the work prior to the installation of the work.

B. Voluntariness. The parties acknowledge that they are executing this Agreement voluntarily; that they have read

and are familiar with the provisions herein contained before signing and have weighed all the facts and circumstances likely to influence their judgment; that they have sought and obtained independent advice; that they have each been duly advised and appraised of their questions pertaining to this Agreement with questions being fully and satisfactorily answered and they each represent and warrant that they clearly understand and consent to all the provisions herein.

- C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained herein and it supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.
- D. Riders and Attachments. All Exhibits, attachments, riders and addenda referred to in this Agreement or incorporated in this Agreement are made a part hereof for all intents and purposes by specific reference thereto.
- E. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.
- F. Interpretation. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.
- G. Remedies. In the event of a breach or threatened breach of the provisions of this Agreement, either party shall be entitled to any specific legal or equitable remedy available unless provisions herein providing for arbitration or mediation shall apply.
- H. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, is subject to arbitration. A party desiring arbitration shall give notice (containing a general description of the controversy) to the other party and designating by name and address an Arbitrator. The other party, if desiring arbitration, shall designate an

Arbitrator within five (5) days from the date of said notice by giving notice including the name and address of the second Arbitrator. The selected Arbitrators shall choose a third Arbitrator from a list of Arbitrators submitted by the American Arbitration Association or agree upon a third arbitrator as they and the parties may decide. Other than this selection of Arbitrators, controversial claims shall be settled in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitrators may determine the fees incurred by the parties on a case by case basis. Any lawyer serving as an Arbitrator may choose to waive compensation and, at the end of the year, they and their firm will be publicly recognized for their service. Arbitration costs, if any, shall be equally split among the parties.

- I. Cooperation. The parties agree to cooperate with each other in the prosecution of any claim that a third party has infringed or misappropriated any copyright, trade secret or other property right which they may now or hereafter have in the Work. That cooperation shall consist only of voluntary disclosure of information not protected by the attorney-client privilege in the possession of one party which may be of assistance to the other party in prosecuting any said claim of infringement or misappropriation, provided that neither party shall be obligated to take any action which would constitute a breach of any other contract to which they are a party or subject them to any liability in the opinion of their legal counsel.
- J. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, shall not effect interpretation of the paragraphs and are not to be used to construe the intent of this Agreement or any part hereof, nor to modify, amplify, or to aid in the interpretation or construction of any of the provisions thereof.
- K. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural or vice versa.
- L. Counterparts. This Agreement may be executed in two or more

counterparts each of which shall constitute an original Agreement as against the party who had signed it, but which in the aggregate shall constitute one and the same instrument.

M. Time. Time is of the essence of this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

FULTON COUNTY, GEORGIA:

By: _____
Robert L. Pitts,
Chairman, Fulton County Commission

ATTEST:

Tonya R. Grier,
Clerk to Commission

ARTIST:

Diana Toma

FRIENDS OF THE SANDY SPRINGS LIBRARY, INC.:

Christine Heller, President

Sworn and subscribed before me this ____ day of _____, 2022.

Notary Public, Fulton County Georgia

My Commission expires: _____

Name (PRINT)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Executive Director
Fulton County Library System

DRAFT

EXHIBIT A
INSURANCE

I. ARTIST INSURANCE

- A. General Preamble. Except as may be hereinafter set forth, the following general requirements apply to Artist as well as to any and all work performed by Artist, and all contractors and subcontractors of any tier who perform work directly or indirectly for Artist. Insurance and bonding requirements are based on information received as of date of execution of this Agreement. Fulton County reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.
1. Insurance Required for Duration of Agreement. Any and all insurance and bonds required by this Agreement shall be maintained during the entire Term, including any extensions thereto, and until all work has been completed to the satisfaction of Fulton County. Fulton County shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.
 2. Mandatory 30-Day Notice of Cancellation or Material Change. Fulton County shall without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance or bond required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30) days notice of cancellation shall appear on the ACORD Certificate of Insurance and on any and all bonds and insurance policies required by this Agreement.
 3. Fulton County as Additional Insured. Fulton County shall be covered as Additional Insured, as its interest may appear under any and all insurance and bonds required by this Agreement, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the ACORD Certificate of Insurance, and

on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers Compensation or Professional Liability Insurance.

4. Mandatory Subcontractor Compliance. Artist shall incorporate a copy of these insurance, bond and indemnification requirements in each and every contract with each and every contractor and subcontractor of any tier, and shall require each and every contractor and subcontractor of any tier to comply with all such requirements. Artist agrees that if for any reason a contractor or subcontractor fails to procure and maintain Insurance and Bonds shall be procured and maintained by Artist at Artist's expense.
5. Authorization and Licensing of Agent. Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the ACORD Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the ACORD Certificate of Insurance as evidence of such coverage. The agent shall also warrant that where a Fulton County's coverage requirements may be broader than the original policies, these requirements have been conveyed to and accepted by the company.

In addition, each and every agent shall warrant when signing the ACORD Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

- B. Worker's Compensation and Employer's Liability Insurance. In the event that Artist employs any individual who is or may be engaged in work under this Agreement, Artist shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits such insurance to cover each and every such employee:

1. Worker's Compensation: Statutory Amount
2. Employer Liability

- a. Bodily Injury by Accident/Disease:
\$1,000,000.00 each accident
 - b. Bodily Injury by Accident/Disease:
\$1,000,000.00 each employee
 - c. Bodily Injury by Accident/Disease:
\$1,000,000.00 policy limit
- C. General Liability Insurance. Artist shall procure and maintain General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the ACORD Certificate of Insurance.
- 1. Comprehensive Form
 - 2. Contractual Insurance (Blanket or specific applicable to this Agreement)
 - 3. Personal Injury
 - 4. Broad Form Property Damage
 - 5. Premises-Operations
 - 6. Products/Completed Operations
4. Automotive Liability Insurance. In the event that Artist employs any commercial vehicle for Artist's transportation to or from the Site, Artist shall procure and maintain Automotive Liability Insurance with not less than one million dollars (\$1,000,000.00) Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:
- 1. Comprehensive Form
 - 2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event Artist does not own any automobile, non-owned vehicle coverage shall apply and must be endorsed on either Artist's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

- E. Property Insurance. Artist shall procure and maintain property insurance on an all risk form covering the Work

and any other interests of Artist in or about the Site, including materials, tools, rental equipment, supplies and any personal property of Artist, located at the Site insuring against the perils of fire, lighting, extended coverage perils, vandalism and malicious mischief, in an amount equal to the full replacement value of the Work and any other interest of Artist in or about the Site.

EXHIBIT B
ARTIST PROPOSAL

Attached herein is the final proposal submitted by Artist and approved by FOSSL for the Sandy Springs Library Mural 2022.

EXHIBIT B



**REQUEST FOR PROPOSAL
CHILDREN'S ART WALL MURAL
for the SANDY SPRINGS LIBRARY**

ARTIST APPLICATION

Name: Diana Toma

Mailing Address: 2729 Meadow Drive, Marietta, GA 30062

Telephone: 678-698-5616

Email: diana@artbydianatoma.com

Website: www.ArtByDianaToma.com, current work examples:

<https://artbydianatoma.tumblr.com>

Complete application must include:

- **Project proposal description**

My focus with this proposal was to create a feeling of well-being, a happy, cheerful mood illustrating a whimsical world. Under the branches of a friendly giant tree (a powerful symbol of growth, nourishment, and transformation) a slender vine with bright colored leaves is unraveling in a winding motion along with imagery, causing a book at its end to open (a vine's meaning represents connection, friendship, strength, and determination) Colorful books are the main characters flying around the vine, depicting you are now a fantastical world of reading. The middle purple book that reveals its cover that reads "Children's Stories". Glowing mushrooms and whimsical plants in bright colors are growing in the foreground of the scene, and colorful butterflies join in (the butterfly has become a metaphor for transformation and hope across cultures) The bottom left rectangular wall structure is painted to look like an orange book, I will paint it so that it resembles a three-dimensional book coming off the wall. The whole image is covered in light speckles to add to the feeling of a bright pleasant day. The background suggests a sun glowing through the canopy of the tree the illustration is built around.

For the other side of the wall, if another mural is needed, I would continue a similar-looking scene that would include animal characters reading, such a squirrel tripping over a book that is trying to open, or a monkey hanging upside down looking at a picture book.

- **Color representation of proposed mural**

Please see below my rendering on the actual wall.



- Materials and equipment to be used
Latex/acrylic paint, brushes, drop cloth, and a 10' Scissor Lift Light Weight
- Total budget, including artist's fees, supplies, materials, and equipment costs

225 sq feet mural (\$30/ sq foot Artist fee that includes all Paint Supplies & Materials) \$6,750
 Equipment rental price for 7 days \$370
 \$7,120 Total

I estimate I will complete the mural within 3 to 4 days.

- Maintenance recommendations
Mural will be sealed and virtually free of maintenance

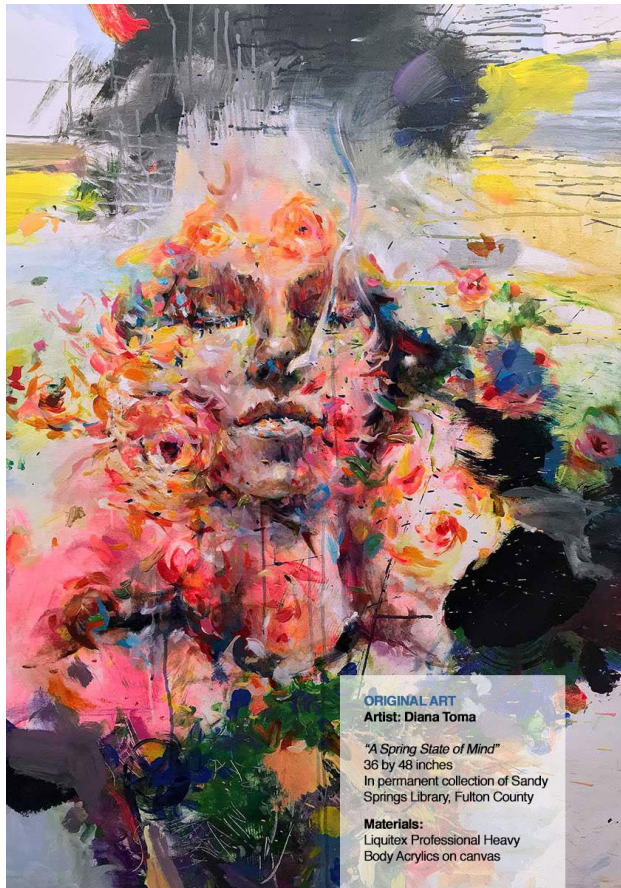
- 2-3 images of applicant's previous work, including description and dimensions
Please see images included below



"Daydreaming"
Mural Art at Spruill Center for the Arts

Artist: Diana Toma





ORIGINAL ART
Artist: Diana Toma
"A Spring State of Mind"
 36 by 48 inches
 In permanent collection of Sandy Springs Library, Fulton County
Materials:
 Liquitex Professional Heavy Body Acrylics on canvas



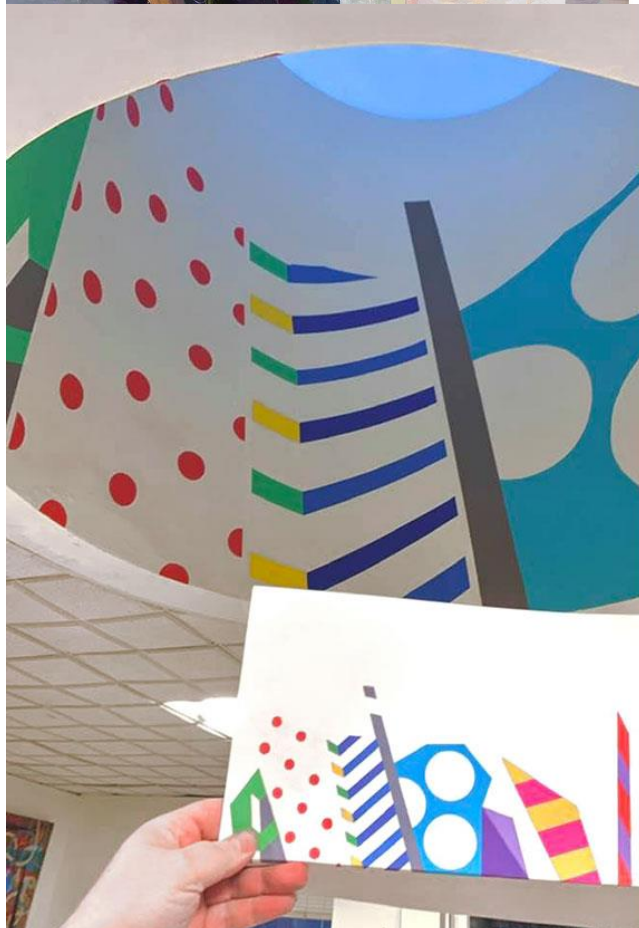
DIANA TOMA
A Spring State of Mind
 Acrylic on canvas

Artist Statement
 Born and raised in South-East Europe, I have been influenced by both the richness of European culture, and the exuberance of American art, which drove me to strive at an unique intersection of the classical and street art. I am interested in exploring the psychology of the human experience through the visceral filter. My quest is to move, touch and engage each viewer emotionally by bringing a sense of wonder, unlocking the observer's imagination. Each of my paintings depicts an "inner landscape" (representing), and is an invitation for self-reflection and ponder.

About the Artist
 Diana Toma achieved her BFA and MFA, from universities in Romania and has participated in over a hundred group shows and eight solo exhibitions in the US and Europe, receiving multiple awards for her work. She has led artist talks, judged competitions and is currently an instructor at the Spruill Center for the Arts and Abernathy Art Center.



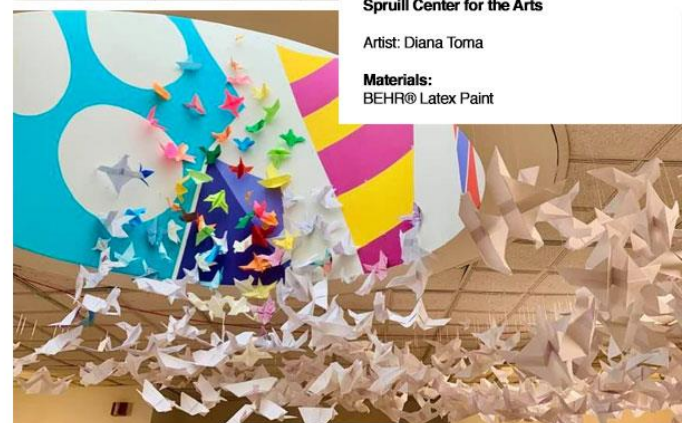
Artwork in the permanent collection of Sandy Springs Library, Fulton County



Atrium Mural & Installation
 Spruill Center for the Arts

Artist: Diana Toma

Materials:
 BEHR® Latex Paint



- **Proof of liability insurance**

I purchase a 7 days of liability insurance per project when client requests. Attached to the email you may find an example of the liability insurance I obtained in the past for painting live at an event.

As the applicant for this commission, I certify that all works submitted are the product of my creation and no other. I certify that all statements made in this application are true to the best of my knowledge. I understand that if my project is accepted, Friends of the Sandy Springs Library, Inc. may make duplicates of my images for purposes of publicity. I agree to provide any information required for tax reporting purposes.

I understand that, as the artist, I will retain ownership of the image and design, but that the physical mural will become the property of the Fulton County Public Library System, Sandy Springs Branch.

A handwritten signature in blue ink, appearing to read "Diana Towner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Signature:

Date: 02/10/2022