

**CONTRACT BETWEEN FULTON COUNTY, GEORGIA
AND THE LIONHEART LIFE CENTER, INC.**

THIS CONTRACT entered this 27_____ day of July 2023, is between **FULTON COUNTY**, a political subdivision of the state of Georgia (“Fulton County” or the “County”), and **THE LIONHEART LIFE CENTER, INC.**, a Georgia Domestic Nonprofit Corporation d/b/a The Lionheart School (“Lionheart School”).

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, the Lionheart School is a limited liability company that is dedicated to addressing the needs of individuals with disabilities through educational, recreational, vocational, after-school and summer programs; and

WHEREAS, the Lionheart School provides a unique learning environment that combines the area's finest Special Education teachers, speech and language therapists, and occupational therapists with concerned and engaged parents; and

WHEREAS, while many schools for children on the autism spectrum focus on rote learning and compliance, the Lionheart School has developed various programs that best address the diverse needs of the growing population of children, teenagers and young adults with special needs; and

WHEREAS, the Lionheart School emphasizes relationships, abstract critical thinking, problem-solving, and social cognition by focusing on each child's individual differences and maintaining the optimal staff-to-student ratio, 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 18, 2023, the Fulton County Board of Commissioners approved a \$11,000 increase in the FY2023 Budget for the Department of Community Development to be allocated specifically to the Lionheart School: and

WHEREAS, the Lionheart School guarantees, by and through this Contract, that it shall expend the funds under this Contract for services provided to individuals with disabilities 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 **\$11,000.00** to the Lionheart School 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 the Lionheart School per the terms and execution of this Contract is not to exceed Eleven Thousand Dollars (**\$11,000.00**). Such payment shall be made in one (1) lump sum after the full execution of this Contract provided that the Lionheart School 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, 2023, 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, 2023, unless otherwise terminated first by the County. The Lionheart School 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.

4.0 IMPROPER EXPENDITURES

Any item of expenditure by the Lionheart School 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 the Lionheart School, shall become the Lionheart School’s liability, to be paid by the Lionheart School from funds other than those provided by Fulton County under this Contract.

5.0 TERMINATION OF CONTRACT

5.1 TERMINATION OF CONTRACT FOR CAUSE

Either the County or the Lionheart School 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 the Lionheart School.

6.0 SUSPENSION

The County may by written notice to the Lionheart School, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule or being performed competently or to industry standards. Upon receipt of a suspension notice, the Lionheart School must:

1. Immediately take correct 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, the Lionheart School will immediately resume performance under this Agreement as required in the notice.

7.0 RECORDS, REPORTS AND AUDITS

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

8.0 INSPECTION OF FILES AND RECORDS

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

9.0 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, the Lionheart School agrees to display and make known that the services were assisted under the auspices of Fulton County.

10.0 ASSIGNMENT OF CONTRACT

The Lionheart School 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.

11.0 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.

12.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

The Lionheart School 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.

13.0 HOLD HARMLESS/ INDEMNIFICATION

The Lionheart School 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 the Lionheart School, its agents, employees, officers and directors. The Lionheart School 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 the Lionheart School's agents and employees, without regard

to negligence. The language of this indemnification clause shall survive the termination of this Contract.

14.0 VARIATIONS OR MODIFICATIONS TO CONTRACT

This Contract constitutes the entire arrangement between the County and the Lionheart School, 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 the Lionheart Schools duly authorized representatives.

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

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.

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 27 day of July, 2023.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

ATTACHMENT “A” SCOPE OF WORK

THE LIONHEART LIFE CENTER, INC. d/b/a THE LIONHEART SCHOOL

In consideration of the not to exceed amount of ELEVEN THOUSAND DOLLARS (\$11,000.00) allocated to the Lionheart School as part of the Fulton County Community Development Department’s FY2023 Budget, the Lionheart School agrees to perform services and provide the following information:

A. Program Administration

1. The Lionheart School provides the following services to individuals with disabilities in Fulton County:
 - Social Emotional Learning
 - Educational Technology
 - Hippotherapy
 - Lionheart Gardens
 - Design, Production and Retail Sales Experience
 - Extracurricular Program
 - Summer Camp Activities (Camp Happy Hearts and Camp Joyful Soles)
2. The programs/events provided by the Lionheart School focus on providing a developmentally appropriate education for children who need a specialized learning environment, therapeutic interventions, supported social interactions and strategies to accommodate their individual profiles.
3. By December 31, 2023, the Lionheart School shall submit invoices to the County reflecting that the Lionheart School has utilized the County’s funding to provide the services outlined in paragraphs 1 and 2 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.

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACONTRACTS/Community Development/Lionheart School/Contract - The Lionheart School_redlined.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACONTRACTS/Community%20Development/Lionheart%20School/Contract%20-%20The%20Lionheart%20School_redlined.docx)

The Lionheart Life Center, Inc.

Attest:

Tamara Spafford
Tamara B. Spafford, Executive Director
The Lionheart Life Center d/b/a as
The Lionheart School

Allison Curtin
(Signature)



ALLISON CURTIN
Name (Typed or Printed)

NOTARY
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