

STATE OF GEORGIA

COUNTY OF FULTON

THIS CONTRACT FOR SERVICES made and entered into this ___ day of _____, 2019, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "Fulton County") and **CITY OF HAPEVILLE**, a municipal corporation and political subdivision of the State of Georgia, acting by and through its duly elected City Council, (hereinafter referred to as "Contractor").

WITNESSETH THAT:

WHEREAS, the Fulton County Arts Council (the "Arts Council") was created by the Board of Commissioners of Fulton County (the "Commission") on October 17, 1979, to advise the Commission generally with regard to the expenditure of funds in support of the arts in Fulton County; and

WHEREAS, the Arts Council was created to advise Fulton County generally in matters relating to the arts, to determine the needs of the arts in the County and to review and channel arts programs and contracts; and

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 into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS, the Contractor has submitted to the Fulton County Department of Arts & Culture ("FCAC") an application for County funding and the Arts Council has recommended that this funding be made available by the Commission.

NOW, THEREFORE, in consideration of the premises set forth herein, payment of the sums recited herein, and performance of the services described herein, the parties hereby agree as follows:

I. SCOPE OF SERVICES

For the duration of this Contract for Services, Contractor agrees and obligates himself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which is incorporated by references as if fully set forth herein), and Contractor agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County's Non-discrimination Policy adopted on January 23, 2013 as Fulton County Code 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B), for the project period as stated in paragraph XV of this Contract for Services the following services:

- To use commissioned artists from Phase I (chosen by juried group) to complete Phase II of pedestrian bridge (by October 2019), which is art implementation.
- To create an art-based event in October 2019, targeting Fulton County and surrounding residents, to celebrate the completion of Phase II.

II. INDEPENDENT CONTRACTOR

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

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, Fulton County agrees to pay the Contractor the total sum not to exceed **Ten Thousand Dollars (\$10,000)** from funds approved and allocated to FCAC's fiscal budgets for 2019. Payment of the contract amount is subject to budget appropriations for 2019 by the Commission. Under no circumstance, except by written amendment, shall the amount payable to the contractor exceed the amount specified herein.

A. Payment Schedule

Fulton County shall pay the Contractor the sum specified in Section III above to be disbursed in two (2) installments, provided that the contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Initial Payment

Contractor may request payment for ninety percent (90%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form as described in paragraph III (D) below.

2. Second and Final Payment

In order to qualify for the second and final installment of ten percent (10%) of the total sum of the contract, the Contractor must comply with all the contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any and all communication with the Fulton County Board of Commissioners, and all the terms and conditions of this Contract. The second payment may be requested when the Progress Report and Invoice Form are submitted

by the date set forth in paragraphs III(B)(2) and III(D) of this contract and will be issued upon the approval of the Final Report.

3. Eligibility for Future Funding Cycles

In order to qualify as an eligible applicant for future funding cycles, the Contractor must comply with all the Contract for Services requirements, which include providing documentation of completion of services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any and all communication with the Commission, and all of the terms and conditions of this Contract for Services. All payments will be subject to the availability of funds.

B. Required Reports

Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than June 3, 2019.** The Progress Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

The Progress Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A narrative indicating the status of all the activities included in Paragraph I (Scope of Services section). Appropriate details to include are whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to Fulton County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with the Commission as outlined in paragraph IV(E)(1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2020**. Contractors who have received approval for an extension of the contract period as described in paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifically details how all Fulton County funds were expended.
- b. Evidence of appropriate credit to Fulton County as outlined in Paragraphs IV(A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contracts for Services.
- c. A signed acknowledgement of completion of the Program Access Learning ADA orientation modules, a signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the contracted services included in Paragraph I above.

Contractor understands that its accounting of expenditures may be subject to audit by Fulton County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or more

To comply with the requirements of paragraph IV (B) (2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge Fulton County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **May 10, 2019**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

Fulton County designates FCAC as its point of contact, coordinator and liaison person with the Contractor in the execution of the terms of this Contract for Services.

Accordingly, the Department of the FCAC shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with Fulton County.

C. Failure to Submit Reports

Contractor understands that failure to submit all written reports by the deadlines indicated above in paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may render the Contractor ineligible to receive Fulton County for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, Contractor shall submit an invoice which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit an invoice for the final payment with the **Contract** by **April 30, 2019**.

E. Extension of Deliverables in Scope of Services

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Services) of this Contract for Services. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **June 3, 2019** and should detail the reason for the request for the extension, requested final date for completion and other pertinent details. The extension granted herein by the Director of FCAC shall not be construed as an amendment of the Contract for Services, which can only be made by a formal amendment approved by the Commission and executed by the Chairman pursuant to paragraph X below. However, the extension granted herein by the Director of FCAC shall survive the termination or expiration of the Contract for Services and the failure of the contractor to provide the deliverables in the time permitted by the extension shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written

notification will also indicate the new anticipated dates for project completion and for the submission of the Final Report.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

Contractor agrees that it will recognize the support of Fulton County by using the Fulton County Government logo, FCAC logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast and electronic formats, for the contracted services described in Paragraph I above.

1. Logo and Credit Line Usage

All Contractors must use the Fulton County **updated** Fulton Government logo, and the accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County." The image cannot be separated, distorted, or altered in any way.
- b. Adhere to the "Fulton County Logo 2019, Usage Guidelines".
- c. Its placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
 - (1) Contractors receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."
 - (2) Contractors receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."

- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia".

2. Fulton County Support Recognition

Contractor agrees to recognize the support of Fulton County through Director of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When Fulton County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list Fulton County in the most prominent position among listings of supporters for the organization.
- d. Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include but are not limited to electronic or print newsletters or magazines.

3. Verbal Acknowledgment

Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in IV (A) 1 above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Contractors Receiving \$50,000 or more

In addition to the logo and credit requirements as described in Paragraph IV (A) above, Contractors whose awards are more than \$50,000 are required to:

1. Recognize Fulton County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.

2. In consultation with the Department of Arts & Culture Director and staff, the Contractor must develop and implement a strategy to: create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Section IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

D. Publications and Promotional Materials

A copy of all printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Section I shall be sent to FCAC Director, FCAC Deputy Director, and to the members of Arts Council immediately upon publication and at least three (3) weeks prior to the County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director and, the Contracts for Services staff shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the Board of Commissioners

1. Letters to Commissioners

Contractor agrees to communicate in writing with the members of the Commission to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the Fulton County Board of Commissioners **no later than June 7, 2019**. Copies of all communication with the

members of the Commission shall be sent to the FCAC Director, Deputy Director and, the Contracts for Services staff. Correspondence to each Commissioner should be sent to the individual commissioner at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the Fulton County Board of Commissioners to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the Commissioners of the organization's contracted services. Addition of the Commission to the mailing list does not fulfill the requirements of paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving Federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which state that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

Contractor agrees to comply with Federal laws, State laws, and Fulton County policy, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VI. WARRANTIES AND REPRESENTATION

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VII. PURPOSE

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

VIII. LIABILITY

Fulton County will assume no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of Fulton County under the Contract for Services are limited to providing not more than the total contract amount as approved by the Commission.

IX. LOCATION OF SERVICES

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

X. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, signed on behalf of Fulton County by the Chairman of its Board of Commissioners. In keeping with the purpose of this section, extensions of the Contract for Services are considered modifications.

XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party, the terms of this Contract for Services to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be paid for the percentage of the program that results in a public presentation. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by **December 31, 2019**, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by **January 31, 2020**, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County: Director
 Fulton County Department of Arts & Culture
 141 Pryor Street SW, Suite 2030
 Atlanta, GA 30303

Contractor: **City of Hapeville**
 3468 North Fulton Avenue
 Hapeville, Georgia 30354

XIV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be a state or federal court situated in Fulton County, Georgia.

XV. DURATION/CONTRACT PERIOD

The contract period for this Contract for Services is **January 1 to December 31, 2019**. Notwithstanding any other provisions of this Agreement, the County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as

detailed in paragraph III (E). This Agreement will remain in effect until midnight **December 31, 2019**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in paragraph III (E).

XVI. SEVERABILITY

If any provision of this Contract for Services is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

XVII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract for Services, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

Fulton County

By: _____
Chairman, Fulton County Commission

ATTEST: _____
Clerk to Commission

CONTRACTOR:

By: _____
Mayor Alan Hallman
City of Hapeville

ATTEST: _____
Crystal Griggs-Epps, City Clerk

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Director,
Fulton County Arts & Culture

BOC ITEM # 19-0262
APPROVED April 10, 2019

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2019 Contracts for Services Conditions for **City of Hapeville** from FCAC:

No additional conditions for the City of Hapeville.

EXHIBIT B
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
STATEMENT OF NON-DISCRIMINATION

In consideration of, and as condition precedent to, the right and privilege to receive a grant, provide professional services and other procurement contracts, each Contractor shall be required to submit to the FCAC a duly executed and attested Statement of Non-Discrimination, enforceable by law, which by agreement, affidavit or other written instrument acceptable to the Fulton County Board of Commissioners acting through the FCAC, shall contain promises, and/or affirmations voluntarily made by the Contractor.

To adopt the policies of the Fulton County Board of Commissioners relating to equal employment opportunity in board of directors, staffing, programming on projects, professional services and contracts funded, in whole or in part, with monetary appropriations of Fulton County, through the FCAC;

Failure on the part of Contractor to submit the Statement of Non-Discrimination, as requested, may render the Contractor non-responsive.

Unless otherwise waived, in part or in whole, the following shall be for the purpose of ensuring legal sufficiency to the FCAC Policy of Non-Discrimination:

(_____), (_____),
Name(s) Title(s)

City of Hapeville

(hereinafter "Contractor") in consideration of the privilege to be funded, in whole or in part, by FCAC, Fulton County, Georgia, hereby consent(s), covenant(s) and agree(s) as follows:

- (1) No person shall be denied the benefit of employment, or otherwise discriminated against on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender. The Contractor shall not discriminate on the basis of race, color, age, national origin, sexual orientation, religion, disability, or gender in the award or performance of any subcontract or purchase relating to services.
- (2) That the failure of this Contractor to satisfactorily discharge any of the Statement of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling FCAC to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to, cancellation of the Contract, termination of the Contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract."

Signature of Authorized Official

Date

Address: **City of Hapeville
3468 North Fulton Avenue
Hapeville, Georgia 30354**

Telephone: **404-669-8269**

