

ROUTE SLIP FOR CONTRACTS, AGREEMENTS, AND MOU'S

FOR PURCHASING USE ONLY

Tracking #

Contract #

Actual BOC Date:



FOR USE BY THE USER DEPARTMENT

Department: Recreation & Maintenance Contact Name & Extension: April Green ext 7240

Project Title and Brief Summary: Arts and Drama Program for Rockdale County Citizens

Term of Contract and/or Project: 8/1/16-12/31/16

Vendor Name: Conyers-Rockdale Council for the Arts Contact: Shelli Siebert

Address/Phone #: 910 Center St. Conyers, GA. 30012 770-633-4202

770-922-3143

Contract \$ 35,000 Funding Source and Account #: 100 6110 523850 61

Priority: NEXTBOCMTG/30/60/90 (Circle One) Comments/Justify NEXTBOCMTG:

Director/Elected Official Signature: [Signature] Date: 7/11/16

FOR USE BY PURCHASING AND CONTRACTING DIVISION OF FINANCE

Date and Time Received: 7/11/16 Date and Time Out: 8/15/16

ITB RFP Agreement/Contract Change Order No GSA/SWC
Approved Sole Source Other (specify):

Projected BOC Meeting Date:

Comments/Notes: RFP# 16-20

Procurement Officer Signature: [Signature]

FOR USE BY THE DIRECTOR OF FINANCE

Date and Time Received: Date and Time Out:

Funding Source: Budget Amount:

Finance Director Signature:

FOR USE BY THE COUNTY ATTORNEY

Date and Time Received: 8/15/16

Returned to Purchasing with comments Date and Time Out:

Comments:

Received from reroute (if applicable): Date and Time In:
Approved as to form and Returned to Purchasing Date and Time Out: 9/15/16

County Attorney Signature:

FOR USE BY THE CHIEF OF STAFF

Date and Time Received: Date and Time Out:

Approved for Agenda Placement and Forwarded to County Clerk Agenda Date:

Comments/Notes:

Chief of Staff Signature:

2016-347



# Agenda Item Summary: Item #

MEETING DATE:

**Requesting Department**  
Recreation and Maintenance

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Approve contract with Conyers-Rockdale Council for the Arts for providing Arts and Drama programs for the citizens of Rockdale County

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

Board Approval

**Is this Item Goal Related?** *(If yes, describe how this action meets the specific Board of Commissioners Focus Area or Goal)*

**Yes**       **No**      Programming

**Summary & Background**

*(First sentence includes Department recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

The contract will provide services regarding offering various workshops such as art, dance and drumming. The contract will also cover costs for all performances and promotion of all events.

**Fiscal Impact / Funding Source**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

\$35,000.00.                      Acct # 100 6110 52385061.

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Finance has bid packet.

**Source of Additional Information**

*(Type Name, Title, Department and Phone)*

April Green, Recreation Superintendent (770) 278-7240

**Department Head/Director's Approval**

**Typed Name and Title**

Sue Sanders, Interim Director, Recreation and Maintenance

**Phone**

770-278-7268

**Chief of Staff Approval**

**Signature**

*Sue Roberts Sanders*

**Date**

*7/11/16*

AGREEMENT FOR PROVIDING CONTRACTED ARTS AND DRAMA SERVICES

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, hereinafter referred to as the "County" and CONYERS-ROCKDALE COUNCIL FOR THE ARTS, Inc., a Georgia nonprofit corporation, whose address is 910 Center Street, Conyers, Georgia 30012, hereinafter referred to as "Contractor".

WHEREAS, the County desires to engage the services of Contractor to provide an arts and drama program for the citizens of Rockdale County; and

WHEREAS, Contractor is qualified to provide this program and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor.** Contractor shall develop and provide an Arts and Drama Program to be offered and available to children, senior citizens and the special needs community (hereinafter "Program") in accordance with the County's RFP #16-20, and Contractor's proposal dated May 26, 2016, (hereinafter "Proposal"), which are attached hereto and made a part hereof, and hereinafter collectively referred to as "Services", and as specified herein in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. Should there be any conflict between the terms of the Proposal and the terms of this Contract, the terms of this Contract shall be final and binding. Consultant shall provide, at their expense, fully qualified personnel necessary to provide the Services. The Services shall be performed as requested and at the direction of the Director of Recreation and Maintenance or their designee and consistent with all Federal, State and Local laws.

The Contract Documents, Requests for Proposal and Proposals are considered essential parts of this Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all design services necessary to complete the Project in an acceptable manner, ready for use by the County.

2. **Fees.** The Contractor shall provide Services to the County for a total amount not to exceed Thirty Five Thousand (\$35,000.00) Dollars per year. The Contractor shall provide monthly invoices to the County, and the County shall provide payment within thirty (30) days of receiving said invoice.

3. **Term/Termination.** This Agreement shall become effective upon approval by the County and shall continue until December 31, 2016, with the option to renew this Agreement for two (2) additional twelve month terms agreed upon in writing by the parties, unless terminated in writing by either party as set forth in this section.

Any renewal of this Agreement will be contingent upon funding approved by the County for the Program. Upon approval of the funding amount for the Program for 2017 and 2018, the

parties shall negotiate Services to be provided upon approval of the funding amount by the County. Any change to the Services currently provided, as set forth in Contractor's Proposal, shall be approved in writing by both parties as an amendment to this Agreement.

If the Project is suspended by the County for more than 30 consecutive days, the Contractor shall be compensated for Services provided prior to notice of such suspension.

This Agreement may be terminated by the County upon not less than 7 days' written notice to Consultant in the event funding is not approved for the continuance or renewal of the Program.

Either party, upon giving 30 days written notice, may terminate this Agreement at any time without cause. Termination of this Agreement by either party shall not impair or affect whatever rights, including payment for Services performed prior to termination Contractor may have under this Agreement.

4. **Relationship of Parties.** It is understood by the parties that Consultant is an independent contractor with respect to the County and not an employee of the County.

5. **Governing Law.** This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

6. **Indemnification.** In addition to its agreement to obtain and maintain insurance as set forth herein, the Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees, from any and all claims against the County, its officers, agents and employees, which arise out of any act or omission of the Contractor or any of the Contractor's officers, agents and/or employees, and any and all claims which result from any condition created or maintained by the Contractor or anyone employed by the Contractor or any of their officers, agents or employees, which condition does not specify to be created or maintained by this Contract.

7. **Notice.** Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:

Rockdale County  
Attn:  
P. O. Box 289  
Conyers, Georgia 30012

To the Contractor:

Conyers-Rockdale Council for the Arts  
Attn: Shelli Siebert  
910 Center Street  
Conyers, Georgia 30012

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

8. **Assignment.** The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

9. **Corporate Authority.** Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

10. **Waiver.** No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

11. **Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12. **Interpretation.** Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

13. **Venue & Jurisdiction.** The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

14. **Binding Effect.** This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

15. **Further Assurances.** The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

16. **Entire Agreement.** This Agreement, its attachments and essential documents (as provided in ¶ 3 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

Rockdale County, Georgia  
Board of Commissioners

Conyers-Rockdale Council for the Arts

By: \_\_\_\_\_  
Richard A. Oden, Chairman

By: \_\_\_\_\_  
Shelli Siebert, Executive Director

Attest:

Witness:

By: \_\_\_\_\_  
Jennifer Rutledge, County Clerk

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
M. Qader A. Baig, County Attorney

## Master Services Contract for Arts and Drama Programs for Rockdale County

1. Programs/Performances/Events will be negotiated individually
2. Total services not to exceed \$35,000 in one twelve month period
3. Process for Approval of Services
  - Contractor will provide a work order to the County for each individual class program/performance/event prior to event date
    - Work order will be reviewed and edited if necessary by Recreation and Maintenance Department and Contractor
    - Recreation and Maintenance will create a requisition for the agreed upon service
    - Work order and requisition will be signed off upon by Director of Recreation and Maintenance and submitted to Finance for issuance of a purchase order (PO)
    - PO will be issued by Finance Department
    - No events will be considered approved for County participation until a PO is issued
  - Arts Classes
    - Requirements for Arts Classes to be provided on work order
      - Class Name
      - Class Date
      - Class Location
      - Class Age group
      - Class Description
      - Minimum and Maximum Class Sizes
      - Instructor Fees
      - Supplies Fees
      - Administrative Fees (not to exceed ten percent)
      - Since the County will be fully funding the classes, County participants are to receive free classes upon verification by contractor
  - Performances/Concerts
    - Requirements for performances/concerts to be provided on work order
      - Event Name
      - Event Date
      - Event Location
      - Target Audience
      - Event Description
      - Estimated Attendees
      - Ticket Price Structure
    - After submission, the Recreation & Maintenance Department will determine how many tickets they will fund and for what target audience
    - Contractor will be required to verify target audience that County agrees to provide tickets for
4. Procedure for payment after event
  - Submit invoice with class/event participant list and approved work order to Recreation & Maintenance Department

- Recreation & Maintenance Department will review and attach purchase order to packet
- Director of Recreation & Maintenance will sign off on services received
- Finance will issue check within 30 days of submittal