



The Honorable William "Bill" Edwards, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

COUNCIL WORK SESSION MEETING AGENDA

- I. Call to Order
- II. Roll Call
- III. Agenda Items
 - 1. Small Business Program Development-Early Morning Software Presentation (Procurement)
 - 2. Council Discussion on the 2020 State of the City Address (SOCA) (Communications)
 - 3. Council Discussion on City of South Fulton Charter Review (Procurement)
 - 4. Quarterly Legal Update (Attorney)
- IV. Executive Session (if needed)

When an Executive Session is Required, one will be called for the following issues: 1) Personnel, 2) Litigation or 3) Real Estate
- V. Adjournment of Meeting



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION



SUBJECT: Small Business Program Development-Early Morning Software Presentation

DATE OF MEETING: 2/25/2020

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Early Morning Software_Small Business Program	Cover Memo	2/19/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: February 18, 2020

SUBJECT: **Small Business Program Development**

The attached presentation has been submitted to the Clerk's Office for inclusion on the February 25, 2020 City Council Work Session Agenda to provide an overview of the Local Small Business Program to be implemented in FY20. The overall goal of the Local Small Business Program is to stimulate local small business participation in contracting opportunities with the City of South Fulton. The program will focus on outreach, training, and payment & performance monitoring through the lifecycle of any awarded contract.

Should you need further information regarding this correspondence, please contact Anthony Kerr at anthony.kerr@cityofsouthfultonga.gov.

Early Morning Software Overview



ACHIEVE MORE



City of South Fulton

Small Business Program Development

Planning Meeting
February 10, 2020



City of South Fulton Tasks

Preparation for Project Initiation and Council Presentation

- Executive Goals
- Procurement and Policy Objectives
- Geographic Boundaries for City of South Fulton
- Deliverable to Council
- Presentation for February 25, 2020



Project Team

PRiSM Compliance Management

- ❖ Project Executive: Donna Stevenson
- ❖ Project Manager: Moyo Fayeke
- ❖ Business: Deborah Mathis Browder
- ❖ Procurement Consultant: Cathy Martin
- ❖ PRiSM: Judith de Vastey

City of South Fulton

- ❖ Project Manager/SME: Anthony Kerr
- ❖ Procurement Specialist: Drexal Paul



Phase 1: Small Business Program Development

February 17 – March 16

A. Review the Current Procurement Policy

- ☐ Formal Contracts (Over \$25,000)
 - Local Business Preference Ordinance
 - Vendor Preference 5%
 - Local Resident 3%
 - Vendor and Local Resident 8%
- ☐ Informal Bids – Between \$2,500 - \$25,000
 - Three Quotes

B. Review Industry Best Practices

- ☐ Small Business Policy
- ☐ Sheltered Market Policy
- ☐ Policy by Funding (DBE)
- ☐ First Look within City of South Fulton

C. Draft Small Business Enterprise Program Policy

D. Present and Finalize Small Business Enterprise Program Policy



Phase 2: Implementation of the Small Business Enterprise Program

March 10 – April 17

A. Small Business Program Orientation

- ☐ Develop Training Materials
- ☐ Conduct Training for Buyers, managers and stakeholders

B. SBE Database and Outreach

- ☐ Set-up Vendor Registration, AQ and Contract Management Portal
 - Branded Portal and Landing Page
 - SBE Registration with verification of Supplier Location and Size Standard - SLBE
 - Other Certifications – Record SBE, M/WBE, DBE
 - Contracts (up to 50 Contracts)
- ☐ Augment SLBE Database
 - Current Primes (Register in PRiSM)
 - City of Atlanta M/WBES
 - GDOT DBES

C. Conduct SBE Outreach Campaign

- ☐ Communications to new and current suppliers
- ☐ Prepare Forecast of opportunities for FY 2020 and FY 2021



Phase 3: Performance of the Small Business Enterprise Program

April 20 – June 30

A. Performance Reporting (April 20-21)

- ☐ Identify Standard Reports for SBE Program measures
- ☐ Train City Staff to generate reports

B. SBE Policy Update and Modifications (May and June)

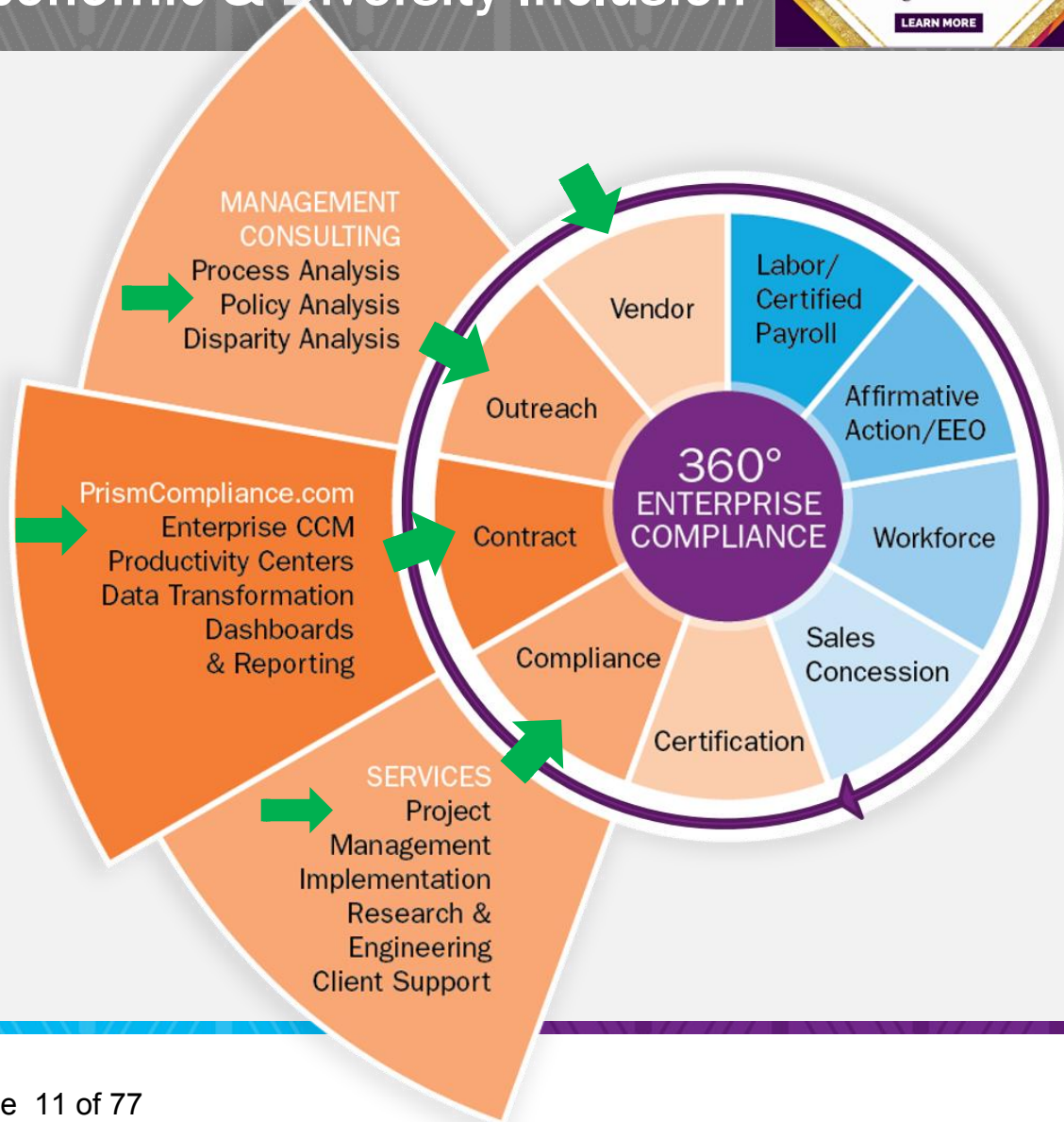
- ☐ Conduct Review of KPI (Post Implementation 60 Days)
- ☐ Make recommendations for Policy, Processes and Staff Training

C. Executive Briefing (June 30)

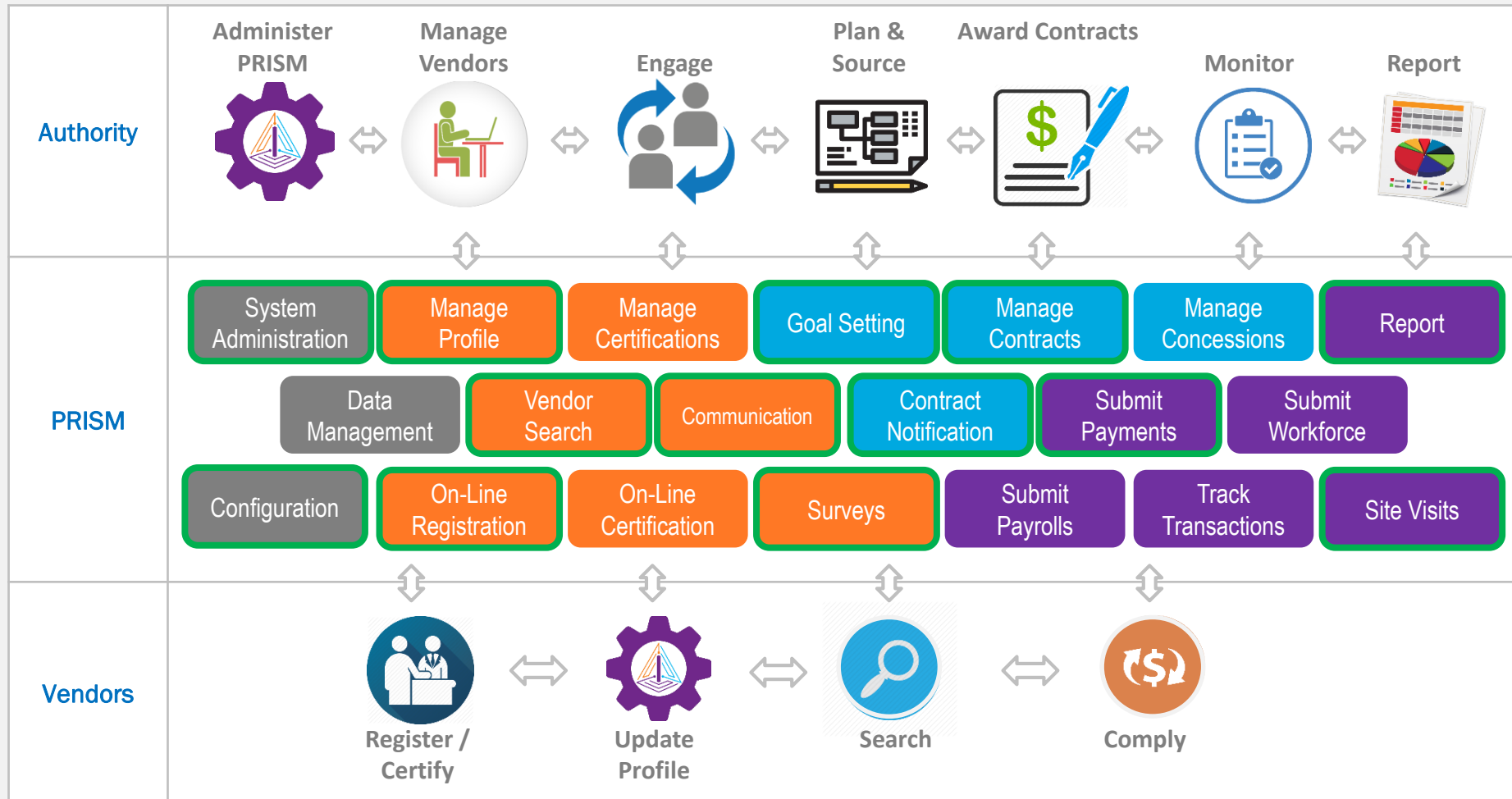
- ☐ Review SBE Program Performance and Conduct Executive Briefing
- ☐ Discuss recommendations for Policy and Standard Operating Procedures

PRiSM Compliance Management

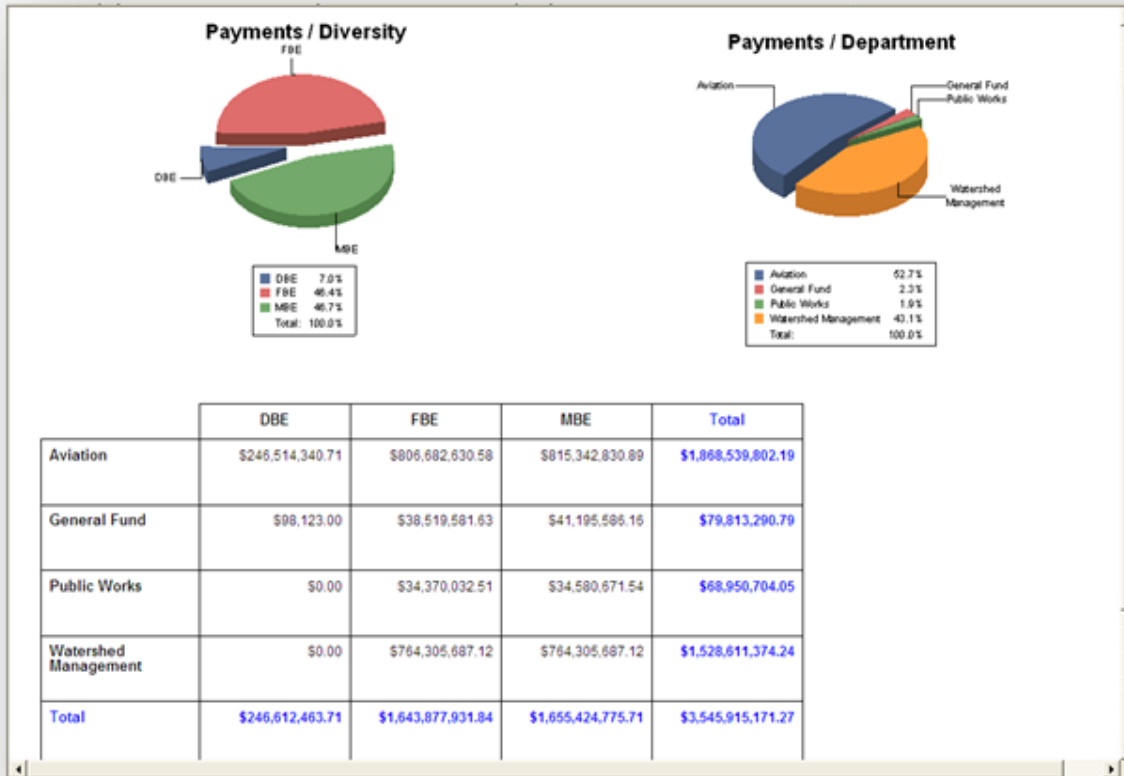
Achieve More Economic & Diversity Inclusion



End-To-End Processes



PRISM Report Center Executive Summary Reports



Report Classifications

- Executive
- Management
- Working
- Federal – US DOT, HUD
- Custom

Report Views

- Global or Enterprise
- Department



ACHIEVE
MORE

WITH PRISM.
THANK YOU!

© GRP



Donna S. Stevenson
donna@emslab.com
410.394.9012, x1110



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION



SUBJECT: Council Discussion on the 2020 State of the City Address (SOCA)

DATE OF MEETING: 2/25/2020

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Memo_2020 State of the City Address	Cover Memo	2/19/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: February 18, 2020

SUBJECT: State of the City Address (SOCA) 2020 Overview

Planning for the 2020 State of the City Address (SOCA) is on track to be carried out on Saturday, February 29, 2020. However, based on a quorum of Council (CM Gumbs, CM Willis, CM Gilyard, and CM khalid), planning and implementation of SOCA has been halted in hopes of receiving from Council a new date, clear expectations, etc. Staff has submitted a request to have this placed on the February 25, 2020 Work Session Agenda as a discussion item.

Should you need further information regarding this correspondence, please contact Jolene Butts Freeman at jolene.freeman@cityofsouthfultonga.gov.

Attachments:

1. Memorandum: Southwest Arts Center & south Fulton Arts Center – Initial Briefing Report
2. Memorandum: South Fulton Arts Center Transition Update
3. Memorandum: Transition of Southwest Arts Center MOU with Fulton County
4. Memorandum: State of the City Address (SOCA) 2020
5. Email to Mayor and Council: SOCA 2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William “Bill” Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: October 28, 2019

SUBJECT: Southwest Arts Center & South Fulton Arts Center – Initial Briefing Report

Background

The City of South Fulton is a chartered city in Fulton County, Georgia. It includes all of the land that had remained unincorporated in southwest Fulton County with the exception of the Fulton Industrial Boulevard corridor. May 1, 2017 was the first official day as a new city. During the two-year transition period, Parks and Recreation became Parks and Cultural Affairs with ongoing acquisitions of the Southwest Arts Center, South Fulton Arts Center, and Wolf Creek Amphitheater. In planning for these additional assets, the following report has been prepared to ensure continuity.

Staff proposes a full transition and department launch January 8, 2020 with notification to Fulton County on November 13, 2019. Staff will present a sustainable and consistent front facing model to Council with periodic updates throughout the transition and acquisition period. To begin this process, this report will detail our current evaluations, recommendations, proposed budget and revenue opportunities.

Facility Analysis

Built in 2001, the Southwest Arts Center is located on a 27-acre campus in the Cascade community. The facility features classroom space built specifically for arts instruction, visual art exhibition programming and staged performances in the Black Box Theater. In 2008 the facility expanded from a 19,000 square-foot Arts Center into 42,000 square-foot cultural campus, with the addition of the Performance Theater & Gallery. It currently features a 375-seat auditorium and theater, and the only fine art gallery in Southwest Fulton County (SWAC detail drawing attached – Appendix A). The City of South Fulton General Services Department conducted an initial facility inspection on October 2, 2019. The following were their findings.

Facility Recommendations

The Southwest Arts Center is a facility that requires an in-depth assessment. Consequently, it is staff's recommendation to hire outside consultants to perform the proper building assessment. It may require hiring a consulting team or an architect, an

engineering team, and a cost estimator as needed. The goal is for this team to itemize any infrastructure items to include any deferred maintenance and absolute recommendations for repairs or upgrades. Upon completion of evaluations, it is typical that a cost estimator evaluates the costs for any remedial work. The estimates would be used to allocate capital costs and allow the City to prioritize regular maintenance as well as future upgrades. Below is a preliminary overview and sample.

FACILITY		CONDITION	RECOMMEND	COST	NOTES
Main Building					
1	HVAC Controls	Not on site	Install	\$0.00	
2	Flooring	Damaged	Repair	\$0.00	8-10 spots
3	Parking lights	Not functional	Replace	\$0.00	12-20 lights
4	Interior lights	Not functional	Replace	\$0.00	20-30 lights
5	Dance studio wall	Damaged	Repair	\$0.00	Divider wall
6	Bathroom ceiling	Leaking	Repair	\$0.00	Ceiling tiles
7	Interior walls	Outdated	Enhance	\$0.00	Fresh coat of paint
8	Black box theater	Not functional	Repair	\$0.00	Lighting rig
9	Ceiling tile	Damaged	Replace	\$0.00	20-30 tiles
10	Graphics lab	Upgrade	Replace	\$0.00	Furniture
11	Security Camera	Not on site	Install	\$0.00	Interior camera
11	Interior	Leaks	Repair	\$0.00	HVAC system
12	Exterior Soffit	Leaks	Repair	\$0.00	Leaks and damage
13	Retention pond	Not maintained	Landscape	\$0.00	Needs attention
14	Gutters	Sagging	Repair	\$0.00	Needs attention
15	Gallery lights	Not functional	Replace	\$0.00	Exhibit display room
16	HVAC system	Needs PM		\$0.00	
Theater					
17	Entry lights	Not functional	Replace	\$0.00	Theater entry
18	Ceiling	Damaged	Repair	\$0.00	Titles
19	Men's restroom	Bring to code	Upgrade	\$0.00	Not ADA complaint
20	Women's restroom	Damaged	Repair	\$0.00	Large hole in wall
21	Restroom signage	Not on site	Install	\$0.00	ADA signage
22	Women's restroom	Not functional	Repair	\$0.00	Drainage issuer

23	Intercom system	Not functional	Replace	\$0.00	Dressing room
24	Ceiling tiles	Damaged	Replace	\$0.00	20-40
25	Dishwasher	Not functional	Replace	\$0.00	Greenroom
26	Rollup door	Not functional	Repair	\$0.00	Stage
27	Dock Plate	Not on site	Replace	\$0.00	
28	Exterior	Outdated	Enhance	\$0.00	Paint
29	Controls system	Not on site	Install	\$0.00	For chiller plant
30	IT	Outdated	Upgrade	\$0.00	Entire system
31	Flat roof	Outdated	Replace	\$0.00	Upgrade needed
32	Flooring	Poor	Replace	\$0.00	Concession area
33	Cabinets	Damaged	Replace	\$0.00	Missing doors
34	Drain	Damaged	Plug	\$0.00	Concession stand
35	Doors	Damaged	Replace	\$0.00	Interior to theater
36	Chairs	Damaged	Replace	\$0.00	Theater
37	Carpet	Damaged	Replace	\$0.00	Theater
38	Lights	Not functional	Replace	\$0.00	Isle lights
39	Wiring	Outdated	Update	\$0.00	Theater
40	Ceiling	Water leaks	Repair	\$0.00	Sound/Control room
41	Security	Concerns	Modify	\$0.00	Exterior landscaping
42	Trees	Not maintained	Prune	\$0.00	All on site
43	Markie sign	Not functional	Repair	\$0.00	
44	Windows	Not maintained	Replace	\$0.00	Blinds
45	Alarm system	Outdated	Upgrade	\$0.00	

Art Classes

The service delivery model for art classes is based on an 8-week schedule that runs Fall/Winter/Spring. The 8-week summer season is reserved for Arts Camps. Classes are required to have a minimum enrollment, which varies based on the type of class being offered. Instructors are paid as hourly, part-time staff, at a rate of \$25 per hour.

➤ Calendar year 2018:

- Total Number of Classes: 207
- Total Number enrolled: 2,174
- Total Number of Summer Camp Enrollments: 330

South Fulton Arts Center

Located in the Cliftondale Multipurpose Facility, the South Fulton Arts Center offers youth and adult programming in performing and visual arts for affordable fees. Recently

renovated, the South Fulton Arts Center offers residents a new 200-seat theater which features a fully equipped stage, updated classroom spaces, and a pottery studio.

Class Session: September 10 – November 2, 2019

NEW CLASSES: PRIVATE PIANO LESSONS \$140 FOR EIGHT 30 MINUTE LESSONS

DAY/CLASS AGES	TIME	INSTRUCTOR	FEE
TUESDAY			
ZUMBA (ADULT)	10:00a — 11:00a	N. GRIFFIN WATSON	FREE
AFRICAN DANCE 8-12	5:00p — 6:00p	N. GRIFFIN WATSON	\$35
WEDNESDAY			
INNER HEALING STRETCH (ADULT)	10:00a — 11:00a	N. GRIFFIN WATSON	FREE
POTTERY: WHEEL 8-12	4:00p — 5:30p	TBD	\$40 <i>supply & lab fee</i>
PRIVATE PIANO LESSONS (6-ADULT)	4:00p — 6:00p	TBD	\$140
HIP HOP DANCE 8-12	5:00p — 6:00p	N. GRIFFIN WATSON	\$55
DANCE FUSION (13-18 YRS)	6:00p — 7:00p	N. GRIFFIN WATSON	FREE
AFRICAN DANCE (ADULT)	7:00p — 8:00p	N. GRIFFIN WATSON	\$35
POTTERY: WHEEL (13-ADULT)	5:30p — 7:30p	TBD	\$40 <i>supply & lab fee</i>
THURSDAY			
HIP HOP DANCE (5-7)	5:00p — 5:45p	N. GRIFFIN WATSON	\$50
TRUTH ON STAGE (13-ADULT)	7:00p — 8:30p	New African Grove Theatre Co.	FREE
SATURDAY			
POTTERY: HANDBUILDING (7-ADULT)	10:00a — 12:00p	TBD	\$40 <i>supply & lab fee</i>
CREATIVE MOVEMENT (3-4)	10:00a — 10:45a	N. MUHAMMAD	\$50

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ART ADVENTURES (5-12)	10:00a — 11:00a	V. HARDY	\$55
ART ADVENTURES (3-6)	11:00a — 11:45a	V. HARDY	\$25
DRAWING & PAINTING (13-ADULT)	12:00p — 1:00p	K. JONES	\$65
BALLET I (5-6)	10:00a — 11:00a	BALLETHNIC DANCE COMPANY	\$55
BALLET II (7-9)	11:00a — 12:00p	BALLETHNIC DANCE COMPANY	\$55
BALLET III (10-14)	12:00p — 1:00p	BALLETHNIC DANCE COMPANY	\$55
BALLET IV (10-14)	1:00p — 2:00p	BALLETHNIC DANCE COMPANY	\$55
YOUTH THEATRE (5-7)	10:00a — 10:45a	K. CAMP	FREE
YOUTH THEATRE (8-12)	11:00a — 12:00p	K. CAMP	\$55
TEEN THEATRE (13-18)	12:00p — 1:00p	K. CAMP	FREE
YOGA & PILATES FUSION (ADULT)	11:00p — 12:00p	S. GARCIA	\$35

Non-Fulton County residents add \$10 ~ seniors (55+yrs) 15% discount free & reduced lunch waivers accepted on site ~ private piano lessons must be scheduled with center. Students under the age of 13 years old must be accompanied by an adult. Adult must remain onsite during class session.

Southwest Arts Center

In 2001, Fulton County opened its doors to the Southwest Arts Center, the first facility built by Fulton County solely for the arts. Located on a 27-acre campus in the quiet Cascade community, the Southwest Arts Center is dedicated to providing quality arts instruction and programs in a positive and creative environment. The facility features classroom space built specifically for arts instruction, visual art exhibition programming, and staged performances in the Black Box Theater. Fulton County, under the guidance of the Fulton County Department of Arts & Culture, transformed the 19,000 square-foot Southwest Arts Center into 42,000 square-foot vibrant cultural campus, with the addition of the Performance Theater & Gallery in 2008. The Performance Theater & Gallery features a commissioned public art painting by acclaimed painter, Louis Delsarte, a 375-seat auditorium and theater, and the only fine art gallery in Southwest Fulton County.

2019 Fall Class Session: September 10 – November 2, 2019 (8 WEEKS)

DAY/CLASS AGES	TIME	INSTRUCTOR	FEE
DANCE			
BEGINNING TAP (5-7)	4:00p – 4:45p	DS BRITTANY SULLIVAN	\$57
INTERMEDIATE TAP (8-13)	4:45p – 5:45p	DS BRITTANY SULLIVAN	\$57
INTERMEDIATE HIP-HOP (8-13)	5:45p – 6:45p	DS BRITTANY SULLIVAN	\$73
HIP-HOP, INTERMEDIATE /ADVANCE (9-14)	6:45p – 7:45p	DS BRITTANY SULLIVAN	\$73
MUSIC			
ORCHESTRA, ADV. (ADULT)	10:00a–12:00p	WLANVI ZINSOU	\$50 <i>Special Rate!</i>
MUSIC THEORY (ADULT)	12:00p – 1:00p	WLANVI ZINSOU	\$50 <i>Special Rate!</i>
ORCHESTRA, INTER. (ADULT)	1:00p – 2:30p	WLANVI ZINSOU	\$50 <i>Special Rate!</i>
INDIV MUSIC/VOICE LESSONS (5-ADULT)	4:30p – 8:00p	VARIOUS	\$144
VISUAL ARTS & HANDICRAFTS			
SEWING, YOUTH (10-17)	3:00p – 4:30p	VAI JULIA MASON	\$45 <i>Special Rate!</i>
SEWING, YOUTH (10-17)	5:30p – 7:00p	VAI JULIA MASON	\$45 <i>Special Rate!</i>
WEDNESDAY CLASSES			
DANCE			
L.O.L. – CREATIVE MOVEMENT (55+)	10:00a-11:00a	DS AJILE AXAM	FREE
L.O.L. – TAI CHI (55+)	1:00p – 2:00p	DS TINA RASHEED	FREE
SWAC SR DANCE COLLECTIVE (14-18)	4:30p – 6:30p	LYRRIC JACKSON	FREE <i>(must audition)</i>
SWAC JR DANCE COLLECTIVE (9-13)	6:15p – 8:30p	LYRRIC JACKSON	FREE <i>(must audition)</i>

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BEGINNING WEST AFRICAN (6-11)	5:30p – 6:30p	THERESA MINGO	\$73
INT/ADV WEST AFRICAN (12-18)	6:30p – 7:30p	THERESA MINGO	\$73
MUSIC ORCHESTRA, INTERMEDIATE (5-13)	1:00p – 2:00p	WLANVI ZINSOU	\$50 <i>Special Rate</i>
INDIV MUSIC/VOICE LESSONS (5-ADULT)	3:00p – 8:00p	VARIOUS	\$141
VISUAL ARTS & HANDICRAFTS L.O.L. – JEWELRY MAKING (55+)	10:00a–12:00p	C. JOHNSON	FREE
L.O.L. – DRAWING & PAINTING (55+)	12:00p – 2:00p	KIRA YANCY-WILLIS	FREE
OPEN STUDIO (ADULT)	7:00p – 8:30p	THERESA MINGO	FREE
THURSDAY CLASSES DANCE			
HORTON TECHNIQUE (9-14)	4:30p – 6:30p	JELANI JONES	\$73
SENIOR COMPANY (11-18)	6:30p – 8:30p	TIFFANY MINGO	FREE
MUSIC INDIV MUSIC/VOICE LESSONS (5-ADULT)	3:00p – 8:00p	VARIOUS	\$141
THEATRE L.O.L. – ACTING FOR SENIORS (55+)	11:00a-12:00p	LADONNES BELLE	FREE
TEEN ACTING, BEG/ INTERMEDIATE (13-18)	5:30p – 6:30p	JULIAN TILLERY	\$73
DRAWING & PAINTING WORKSHOP (ADULT)	10:30a-12:00p	RICHARD FRANKILN	\$45
SEWING (ADULT)	3:00p – 4:30p	JULIA MASON	\$45
SEWING (ADULT)	5:30p – 7:00p	VAI JULIA MASON	\$45
ART THERAPY			

(15-ADULT)	4:00p – 6:00p	HOMER DUKE	FREE
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FRIDAY CLASSES
DANCE

L.O.L. — CREATIVE MOVEMENT (55+)	11:00a-12:00p	AJILE AXAM	FREE
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L.O.L. — YOGA FOR THE WISE (55+)	12:15p – 1:15p	SHAKEESHA JEFFRIES	FREE
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L.O.L. — TAI CHI (55+)	1:30p – 2:30p	TINA RASHEED	FREE
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ADVANCED TAP (14-ADULT)	5:00p – 6:00p	BRITTANY SULLIVAN	\$73
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MUSIC

BEGINNING ORCHESTRA (13-ADULT)	6:00p – 7:00p	WLANVI ZINSOU	FREE
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SATURDAY CLASSES

DANCE

BALLET (PRE-K 3-5)	9:00a – 9:45a	LYRRIC JACKSON	\$57
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JAZZ (3-5)	9:45a – 10:30a	LYRRIC JACKSON	\$57
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BALLET (INTERMEDIATE) 5-9	10:30a-11:30a	LYRRIC JACKSON	\$73
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APPRENTICE COMPANY (6-8)	11:45a-12:45p	LYRRIC JACKSON	FREE
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JAZZ II (5-9)	12:45p – 1:45p	LYRRIC JACKSON	\$57
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JAZZ III (10-15)	4:30p – 2:30p	TIFFANY MINGO	\$73
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SWAC JR/SR DANCE COLLECTIVE (14-18)	2:30p – 4:30p	LYRRIC JACKSON	FREE (must audition)
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SENIOR COMPANY (11-18)	2:30p – 4:30p	TIFFANY MINGO	FREE
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HORTON TECHNIQUE (15-ADULT)	5:00p – 6:30p	JELANI JONES	\$73
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MUSIC

WEST AFRICAN DRUMMING (10-ADULT)	12:00p – 1:00p	THERESA MINGO	\$57
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GROUP GUITAR (7-12)	1:00p – 2:00p	JULIAN TILLERY	\$73
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THEATRE

CHILDREN'S THEATRE

WORKSHOP (5-7)	10:00a-11:00a	TARYN CARMONA	\$57
ACTING, YOUTH (8-12)	11:00a-12:00p	TARYN CARMONA	\$73

Non-Fulton County residents add \$10 ~ seniors (55+yrs) 15% discount free & reduced lunch waivers accepted on site ~ private piano lessons must be scheduled with center. Students under the age of 13 years old must be accompanied by an adult. Adult must remain onsite during class session.

ADDITIONAL PROGRAMS



Fulton County Arts and Culture presents...

#FULTONFAMILIES

PRIDE, DIGNITY AND TOGETHERNESS

THE LEGACY OF TOM DORSEY



Reception
Wednesday, Oct 30
6:00 - 9:00PM

Gallery open
Tuesday - Friday
10:00AM - 5:00PM

Southwest Arts Center
October 30 - November 13
915 New Hope Road SW Atlanta

As part of the County-wide Fulton Families initiative, we are pleased to present selected photos of prominent African-American families from Fulton County and Chicago taken between 1978 and 2002. Families include the Young, Vivian, Spriggs, Hill, Aaron, and Arrington families.

"I cannot say how one should view these images, but the title reflects the positive potential of the human spirit I saw every time I was given the opportunity to trip the shutter!"

- Tom Dorsey

AARON | ARRINGTON | YOUNG | HILL | VIVIAN | BENNETT | BURRIS | JACKSON
MAY | DORSEY | DENSLER | JONES | OWENS-ASHFORD | BRONNER | SPRIGGS



Seating and other accommodations to patrons are available. Requests for special accommodations must be made at least 48 hours in advance by calling Fulton County Arts and Culture 404.612.5780

**MOU WITH TRUE COLORS THEATRE COMPANY
RESIDENCY AT SOUTHWEST ARTS CENTER
FOLLOWS**

- 14-0977** Request approval of the lowest responsible bidder – Department of Information Technology, Bid #14ITB93323B-TR, EMC Data Storage Systems and Maintenance Services, in the amount of \$655,400.04 with Data Blue (Atlanta, GA) to provide EMC data storage equipment and software services, effective January 1, 2015 through December 31, 2015, with two (2) one year renewal options. **(HELD ON 11/19/14 AND 12/3/14) (DENIED ON 12/17/14)**

A motion was made by Commissioner Garner and seconded by Commissioner Pitts to deny.

The motion passed by the following vote:

Yeas: 5 - Pitts, Hausmann, Lowe, Garner, Edwards
Did not vote: 2 - Eaves, Darnell

COUNTY MANAGER - NEW BUSINESS

Arts and Culture

- 14-1068** Request approval for the implementation of a pilot Residential Theatre Program, housed at the Southwest Arts Center Performance Theater & Gallery with Kenny Leon's True Colors Theatre Company. Authorize the Chairman to execute the agreement with Tru Colors that is currently being negotiated. The objective of the pilot program is to determine whether the County should establish permanent residential theatre partnerships at its arts facilities. **(APPROVED)**

A motion was made by Commissioner Edwards and seconded by Chairman Eaves to approve.

The motion passed by the following vote:

Yeas: 5 - Eaves, Pitts, Hausmann, Garner, Edwards
Nays: 1 - Lowe
Did not vote: 1 - Darnell

**AGREEMENT BETWEEN FULTON COUNTY AND KENNY LEON'S TRUE COLORS
THEATRE COMPANY FOR A PROGRAM AT SOUTHWEST ARTS CENTER**

THIS AGREEMENT made and entered into effective the ____ day of _____, 2017, by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "County," and KENNY LEON'S TRUE COLORS THEATRE COMPANY, a non-profit theater company in Atlanta, Georgia, hereinafter referred to as "True Colors."

WITNESSETH:

WHEREAS, the County desires to establish a permanent program to have a renowned area theater company operate as the residential theater company at one of its arts facilities; and

WHEREAS, True Colors is a 501(c)(3), non-profit theater company based out of Atlanta, Georgia, co-founded by Tony Award-winning Broadway director Kenny Leon and Jane Bishop in 2002, that produces world premiere plays by diverse playwrights and commits to preserving African-American classics for the public; and

WHEREAS, True Colors is a well-recognized theater company and organization that serves as an important cultural and artistic asset for the Atlanta area and Southeast region by attracting tourists and patrons nationally and is well suited to serve as a residential theater operation at one of the County's arts facilities; and

WHEREAS, the County owns and operates the Southwest Arts Center, a 42,000 square-foot vibrant cultural campus nestled in Southwest Atlanta that houses a 375-seat Performance Theater, an 80-seat Black Box Theater, instructional classrooms, a dance studio and a fine arts gallery and provides quality performance arts programming to County residents through theatrical partnerships with professional theater companies; and

WHEREAS, the County, pursuant to the Fulton County Board of Commissioners' ("BOC") approval on December 17, 2014, Recess Agenda, Item No. 14-1068, launched a provisional residential theater program that permitted True Colors to operate at the Southwest Arts Center with the objective that a successful temporary program would result in the establishment of permanent residential theater operations at Southwest Arts Center.

NOW THEREFORE, and in consideration of their mutual covenants contained herein, and for other good and valuable consideration, the County and True Colors agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The County and True Colors hereby agree that the Agreement consists of the following documents:

- I. Form of this Agreement;

- II. Exhibit A: Fulton County Arts and Culture Arts Center Rental Agreement ("Rental Agreement")
- III. Exhibit B: Fulton County Arts and Culture Arts Center Facilities Reservation and Use Guidelines ("Facilities Reservation and Use Guidelines");
- IV. Exhibit C: Fulton County Arts and Culture Scene Shop Rules and Policies ("Scene Shop Rules and Policies"); and
- V. Exhibit D: True Colors' Certificate of Insurance

The foregoing documents constitute the entire Agreement between the parties and are intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection with this Agreement. No modifications or amendments to this Agreement shall be binding upon the parties unless they are in writing, signed by the County's and True Colors' duly authorized representatives, and entered upon the BOC's meeting minutes BOC.

If any portion of the Agreement Documents shall be in conflict with any other portion, the various documents comprising the Agreement Documents shall govern in the following order of precedence: (1) this Agreement, (2) the Rental Agreement, (3) the Facilities Reservation and Use Guidelines, and (4) the Scene Shop Rules and Policies.

ARTICLE 2. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in Article 1 of this Agreement, the County shall provide a reduced rental rate to True Colors for each week True Colors uses the Southwest Arts Center. True Colors shall perform all work and services required by this Agreement in accordance with Article 6 of this Agreement.

ARTICLE 3. TERM OF AGREEMENT

Unless terminated by mutual agreement or in accordance with other terms and provisions contained herein, the term of this Agreement shall be upon execution through August 31, 2018, with two (2) one-year renewal periods, with such renewal periods being subject to approval by the BOC each year.

ARTICLE 4. TERMINATION FOR THE COUNTY'S CONVENIENCE

Notwithstanding any other provision, this Agreement may be terminated immediately by the County upon written notice to True Colors.

ARTICLE 5. COMPENSATION

As compensation for the full performance of this Agreement, True Colors shall pay rental fees to the County for each production/event held at Southwest Arts Center in accordance with the Rental Agreement, attached as Exhibit A and incorporated herein by reference.

ARTICLE 6. RESPONSIBILITIES AND OBLIGATIONS OF TRUE COLORS

During the term of this Agreement, True Colors shall abide by the policies and procedures established by the County and Fulton County's Arts & Culture Department ("Arts and Culture") for use of Southwest Arts Center and other approved County space, equipment, and production elements as set forth in Exhibit A, and the terms of its base Rental Agreement as amended from time to time, as set forth in Exhibit B, the Facilities Reservation and Use Guidelines, attached hereto respectively and incorporated herein by reference.

(A) In consideration of a rate of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) for each week of use of the Southwest Arts Center by Kenny Leon's True Colors Theatre Company ("True Colors"), True Colors agrees to perform services and provide the following program administration and functions:

(1) True Colors agrees to present regional premieres and main stage productions of award winning plays at Southwest Arts Center on a scheduled basis during its regular season.

a. As a minimum requirement for use of Southwest Arts Center, True Colors agrees to present productions at the facility for at least four weeks during a season between and to include the season's opening and closing productions.

b. True Colors agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education and a commitment to preserving African-American classics for the benefit of the public.

c. True Colors agrees to organize a minimum of two (2) special events that expose Southwest Arts Center students to professional artists, including, but not limited to, a master class with a director.

d. True Colors agrees to provide an instructor to teach one (1) theater master class and/or workshop during Southwest Arts Center's (1) spring, (2) fall, and (3) winter class sessions.

e. True Colors agrees to provide at least twenty (20) free tickets to Southwest Arts Center students for all of its invited dress rehearsals.

f. True Colors agrees to provide an instructor twice a year to teach a theater class at a senior center of Southwest Arts Center's choosing, as part of Southwest Arts Center's outreach programming.

g. True Colors agrees to schedule Kenny Leon, as available, but at least twice a year, to provide an insider's view of the theater industry to Southwest Arts Center Teen Artists Academy participants.

h. True Colors agrees to provide the Fulton County Department of Arts and Culture with:

- i. A schedule of 2017-18 season productions, programs and special events and projected participation;
 - ii. A copy of True Colors' Certificate of Insurance, as described in "Exhibit D;"
 - iii. A copy of True Colors' Certification of non-profit 501(c)(3) status; and
 - iv. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
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(B) True Colors agrees to provide all specified services as set forth herein for the presentation of the 2017-18 season productions listed in and on the dates specified in each Rental Agreement.

(C) True Colors shall use the County's space and equipment in a manner and at a time only for theater productions expressly covered under this Agreement and as documented in the Rental Agreement at Exhibit A pp. 2-3 and Exhibit B, Facilities Reservation and Use Guidelines, p. 5, Section III, A.1.

(D) True Colors shall designate a Project Director for the length of this Agreement, a True Colors employee or other person to manage or supervise all areas and items in this Agreement, including production, technical, house personnel and any and all support groups and to be True Colors' liaison with the County's Project Manager or designee in all matters relating to the County in any way.

(E) True Colors shall permit County personnel, others specifically designated by the County, or emergency responders to easily access all County facilities in the performance of their official duties as set forth in Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, B.1 and 2.

(F) In conformance with the Americans with Disabilities Act of 1990, as amended and its related regulations, True Colors shall bear responsibility for providing appropriate auxiliary aids, interpretive services, accommodations, and promotional materials where they are necessary to achieve an equal opportunity to participate in and enjoy the benefits of public performances produced under this Agreement as stated in Exhibit A, Rental Agreement pp. 3, 5 and Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, C.1.

(G) True Colors shall include on the title page of all production and event programs: (1) the official County logo to be obtained from the Arts & Culture Communications Manager, and (2) the following header at the top of all marketing materials for events held at Southwest Arts Center: "Fulton County Arts & Culture Southwest Arts Center presents." The County shall also be credited in True Colors' list of sponsors at the level that reflects the annual subsidy provided. These requirements are in addition to any requirements that True Colors may have to meet as a County grantee, as established in Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, D.

(H) True Colors shall observe all facility security rules and regulations, as established by the County in Exhibit A, Rental Agreement, p. 3 and Exhibit B, Facilities Reservation and Use Guidelines pp. 20-22, Section VIII. True Colors is solely responsible for the control and

supervision of all production activities and personnel connected therewith and shall notify all personnel of their obligations and responsibilities pertaining to their production area and shall act responsibly in matters of building security when True Colors is scheduled to utilize the space pursuant to Exhibit B, Facilities Reservation and Use Guidelines p. 16, Section VI, A.

(I) True Colors shall, at all times, exercise safe practices in the use of County facilities and equipment. To the extent True Colors conducts any activity in a manner the County deems unsafe, True Colors shall be informed and shall immediately discontinue such activity until and if the County deems it safe for True Colors to proceed with such activity, as established by the County in Exhibit A, Rental Agreement p. 2; Exhibit B, Facilities Reservation and Use Guidelines pp. 20-21, Section VIII, and Exhibit C, Scene Shop Rules and Policies attached and incorporated herein by reference. .

(J) True Colors shall maintain and clear work areas and shall within 24 hours report any information regarding accidents to the Project Manager or designee, including, but not limited to any breakage, malfunction, deterioration or loss of any of the County's resources (including musical instruments, tools, lights, sound equipment, props, curtains, etc.). True Colors shall not attempt repair of County equipment without prior consultation with the County's Facilities Manager.

(K) True Colors shall obtain, supervise, and pay all necessary and related fees for any and all services of all professionals needed to produce the agreed upon productions in the manner established by the County in Exhibit A, Rental Agreement, p. 3 and Exhibit B, Facilities Reservation and Use Guidelines p. 7, Section III, M.

(L) True Colors shall use, maintain, clear and clean the space as established by the County in Exhibit B, Facilities Reservation and Use Guidelines pp. 12-15, Section V.

(M) True Colors shall not use animals on the stage without the prior approval of the Project Manager or designee. Such use, if approved, is subject to the stipulations in Exhibit B, Facilities Reservation and Use Guidelines p. 12, Section V, B.

(N) True Colors shall comply with the County's sound ordinance levels as established by the County in Exhibit B, Facilities Reservation and Use Guidelines p. 6, Section III, E.

(O) True Colors shall secure County approved exhibition, technical and production staff as established by the County in Exhibit A, Rental Agreement p. 2.

(P) All 2017-18 season costumes, properties and sets created by True Colors with True Colors-owned materials will remain the property of True Colors, and shall be removed from the theater facility at the conclusion of the production in which the materials are used. The Project Manager or designee may, on a case-by-case basis, authorize exceptions. All office equipment, construction tools, special effects and lighting equipment purchased and owned by True Colors will remain the private property of True Colors and the County assumes no responsibility or liability for the loss or maintenance of such materials as established in Exhibit B, Facilities Reservation and Use Guidelines p. 9, Section III, AB.

(Q) True Colors shall obtain and complete a County Report of Accident/Property Damage for any and all accidents, injuries or property damage if a County employee is not present to fill it out.

(R) True Colors shall be required to replace or have repaired by factory authorized technicians, within 30 days, any County owned equipment, instruments or materials identified by the County's Project Manager and/or Facilities Manager or designee as having been lost, damaged or destroyed by True Colors or its employees, participants, volunteers, and subcontractors .

(S) True Colors may be allowed the use of County owned properties, sets, scenery, furniture and equipment for True Colors productions not scheduled in this Agreement upon written request to the County's Project Manager or designee and upon express approval and written authorization of the Project Manager or designee. True Colors must return to the County all items borrowed for productions at other venues within four days of the final performance and shall, in the event the items are damaged or destroyed, be responsible for the repair or replacement of all such borrowed items to the satisfaction of the County's Project Manager within 30 days.

(T) True Colors shall not modify the space as established by the County in Exhibit B, Facilities Reservation and Use Guidelines p. 14, Section V, I. The approval of the County's Project Manager does not relieve True Colors from any responsibility to obtain necessary County permits or approval from the County for the modification. Any violation shall result in True Colors being charged for all repairs necessary to restore the facility to its original condition and any additional costs pertaining to the restoration of County property.

(U) True Colors shall immediately report to the police any incidents of a criminal or suspicious nature occurring on County property and notify the County's Project Manager or his/her designee within 1 (one) hour. If initial notification is verbal, it must also be submitted in writing to the Project Manager or his/her designee on the appropriate provided form within 24 hours after the verbal notification.

(V) True Colors shall ensure that the doors to the Scene Shop, Rehearsal Rooms, and Performance Theater, and other exterior access doors to any area of the space, are not left open, unlocked or left with the locking mechanism disabled at any time when the immediate area secured by the door is unoccupied by True Colors, even if only briefly. Failure to do this may result in greater restricted access to the space with such determination within the County Project Manager's discretion.

ARTICLE 7. RESPONSIBILITIES AND OBLIGATIONS OF THE COUNTY

(A) The County shall allow True Colors the use of Southwest Arts Center facilities to include, but not be limited to: Costume Room, Scene Shop, Stage, Auditorium, Light and Sound Booths, Dressing Rooms, Green Room, as scheduled in Rental Agreement, attached as Exhibit A, for the preparation and presentation of theater productions performed under this Agreement

provided that True Colors submits specific rehearsal schedules, performance schedules and shop use schedules. Any use of County facilities and equipment other than that listed in this Agreement, but necessary to carry out this Agreement, must be scheduled 30 days in advance and receive prior approval from the County's Project Manager or his/her designee.

(B) The County shall allow the use of the space at Southwest Arts Center on the following schedule: No performance shall begin earlier than 8:30 a.m. or end later than midnight. In no event shall True Colors be permitted to use any space at Southwest Arts Center from 12 midnight to 8:30 a.m. unless prior written permission is obtained from the Project Manager or a designated employee of the County is onsite.

(C) The County shall allow the use of the space according to the schedule as set forth in the Rental Agreement. Additional use may be provided as available; however, priority use of space will always be given to events scheduled through an Agreement with the County. The County will not be responsible for obtaining additional space, but may assist in locating other County spaces and may act as co-sponsor for use of County facilities under appropriate circumstances. True Colors will forfeit the right to any additional reservations of County facilities should True Colors reserve space which is not used. The County reserves the right to allow other uses of space when not in actual, scheduled use by True Colors.

(D) The County shall provide True Colors Managing Director or his/her designee with a list of all planned activities utilizing the Performance Theater and any other contracted areas during the period of True Colors' use. This information is to be provided to True Colors Managing Director or designee in production meetings.

(E) The County shall allow True Colors to use all operational production equipment in Southwest Arts Center's inventory as requested by True Colors. True Colors takes such equipment "as is" and is responsible for ensuring that such equipment is in a safe condition prior to use and is returned in working condition at the conclusion of its use or of the production. True Colors will assist the County in keeping the inventory of tools, equipment, instruments and production materials up-to-date so that all theater users may benefit from the use of these materials.

(F) The County shall monitor all aspects of production relative to safety. If the County's Project Manager or any designee(s) deem(s) that any procedure followed by True Colors is unsafe, he or she has the authority to immediately stop such procedure. The County and True Colors will work together to prevent or quickly mitigate any fire hazards or any items identified by the Fire Department during facility inspections.

(G) The County shall provide maintenance of County facilities and equipment, replacement lamps for lighting equipment and blades for table power tools, but not hand power tools. The County shall respond with reasonable speed to make necessary repairs hereunder.

(H) The County shall have the right, with no notice, to suspend this Agreement if the building should be declared uninhabitable for reasons of safety by the proper authorities (e.g., if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there

is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the County will not assume any financial responsibility for loss of revenue by True Colors. If space is not available due to earthquake, other disaster, or safety related issues, the County will not assume any financial responsibility for loss of revenue by True Colors.

ARTICLE 8. ALCOHOL

True Colors shall enforce all state laws and County regulations and policies relating to the sale and consumption of alcoholic beverages in County facilities. Alcohol is permitted at Southwest Arts Center in certain areas during designated times, if approved by the County's Project Manager or designee. It is True Colors' responsibility to ensure that no alcoholic beverage is served to a minor.

True Colors agrees to be responsible for barring its employees or volunteers discovered to be under the influence from remaining in any facility used under the terms of this Agreement, and the County reserves the right to deny such persons further participation in theater activities. Consumption of alcoholic beverages or use of illegal drugs is expressly forbidden by any person working for True Colors, paid or volunteer, as staff, actors, crew or musicians while at Southwest Arts Center or any other County facility.

ARTICLE 9. ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this Agreement and shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, title, or interest in or to the same or any part thereof without the prior written consent of the other party, and then only subject to such terms and conditions as the other party may require. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without such approval shall be void and at the option of the other party, shall terminate this Agreement and any license or privilege granted herein. This Agreement and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

ARTICLE 10. SUBCONTRACTORS/ EMPLOYEES

True Colors shall be responsible for employing or engaging all persons necessary to perform the services of True Colors hereunder. No subcontractor of True Colors will be recognized by the County as such; rather, all subcontractors are deemed to be employees of True Colors and it agrees to be responsible for their performance. True Colors shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees, participants, volunteers, and subcontractors, if any, and shall keep the work under its control.

ARTICLE 11. INDEPENDENT CONTRACTOR

It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between the County and True Colors. At all times, True Colors shall be deemed to be an independent contractor and True Colors is not authorized to bind the County to any agreements or other obligations. In executing this

Agreement, True Colors certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the County.

ARTICLE 12. INDEMNIFICATION

True Colors hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees of and from:

- (a) Any and all claims and demands which may be made against the County, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of True Colors, its officers, employees, agents, participants, volunteers, or any subcontractor under this Agreement or of any of subcontractor's employees or agents.
- (b) Any and all damage to, loss or destruction of the property of the County, its officers, agents, or employees occupied or used by or in the care, custody, or control of True Colors caused by any act or omission, negligent or otherwise, of True Colors, its officers, employees, agents, participants, volunteers or any subcontractor under this Agreement.
- (c) Any and all claims and demands which may be made against the County, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee, participant, volunteer, or agent of True Colors or any subcontractor under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the County, its officers, agents or employees.
- (d) Any and all claims and demands which may be made against the County, its officers, agents, or employees by reason of any infringement or alleged infringement of any copyright or trademark caused by or alleged to have been caused by True Colors or any subcontractor under this Agreement.
- (e) Any and all penalties imposed or damages sought on account of the violation of any law or regulation of any term or condition of any permit in connection with this Agreement.
- (f) True Colors at its own cost, expense and risk shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third persons against the County, its officers, agents, or employees on any such claim or demand referred to in paragraphs (a), (b), (c) and (d) above, of such third persons, or to enforce any penalty referred to in paragraph (e) above and pay and satisfy any judgment or decree that may be rendered against the County, its officers, agents, or employees in any such suit, action, or other legal proceeding.
- (g) Any and all claims and demands which may be made against the County, its officers, agents or employees for any loss or damage to materials and equipment owned, rented or borrowed by True Colors, its employees, subcontractors, participants, volunteers,

sponsors or any others under its project management.

ARTICLE 13. INSURANCE

True Colors, at its sole cost and expense, shall obtain and maintain in full force and affect throughout the entire term of this Agreement, insurance coverage for its contractors and its subcontractors, if any. The County is to be named as co-insured with liability coverage of at least one million dollars (\$1,000,000) to be attached to this Agreement prior to its final approval. Certificates of such insurance shall be filed with the County concurrently with the execution of this Agreement. The certificate shall be subject to the County Risk Manager's approval and shall contain an endorsement stating that said insurance is primary coverage and will not be canceled or altered by the insurer except after providing notice to the County's Risk Manager. Current certificates of such insurance shall be kept on file at all times during the term of this Agreement. All of the aforementioned is in accordance with Exhibit B, Facilities Reservation and Use Guidelines, Section VI. B.

ARTICLE 14. FORCE MAJEURE

Neither the County nor True Colors shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, act of public enemies, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, nothing herein shall relieve or be construed to relieve True Colors from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 15. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. §§ 50-18-70 *et seq.*, applies to this Agreement. True Colors acknowledges that any documents or computerized data True Colors provides to the County may be subject to public release. True Colors also acknowledges that documents and computerized data it creates or holds in relation to this Agreement may be subject to public release, including documents turned over to the County. True Colors shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. True Colors shall notify the County of any Open Records Act requests within 24 hours following receipt of the requests by True Colors and shall promptly comply with the County's instructions or requests in responding to such requests.

ARTICLE 16. GOVERNING LAW

This agreement shall be governed by the laws of the State of Georgia.

ARTICLE 17. SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision

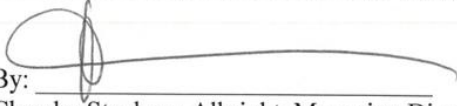
will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 18. ENTIRE AGREEMENT

This Agreement, together with exhibits that are specified in Article 1 above, which are incorporated herein by reference constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as attested and witnessed and their respective seals, if applicable, to be hereunto affixed as of the day and year first above written.

KENNY LEON'S TRUE COLORS THEATRE COMPANY

By: 
Chandra Stephens-Albright, Managing Director

FULTON COUNTY, GEORGIA

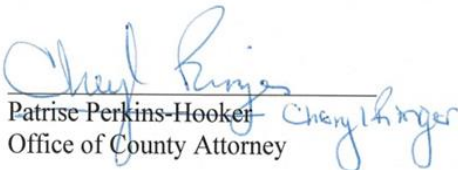
By: 
John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:


Tonya Grier
Interim Clerk to the Commission



APPROVED AS TO FORM:


Patrice Perkins-Hooker
Office of County Attorney

END
RESIDENCY AT SOUTHWEST ARTS CENTER

Art Galleries

The current staff assists with curating the art gallery as a public art venue and service. Currently, there is no charge to the public for exhibitions or for artist use of the space. There were 10 visual art exhibitions in 2018:

Bright Black	January 2018
Pop Art Life	March 2018
South Fulton High School Exhibition	March 2018
Uncommon Threads Quilter's Exhibit	April 2018
Teen Artists Academy Exhibition	July 2018
ONYXCON	August 2018
In Tandem: Essential Calculations	September 2018
All About Yarn	October 2018
Internationalist Spirit	November 2018
From STL to ATL	December 2018

Art Gallery Recommendations

Staff proposes and is confident that the City is capable of maintaining the current service level. The art gallery exhibition space has been utilized to the benefit of both artists and residents. Curated exhibitions showcase visual artists from a variety of mediums by established and emerging artists particularly our local area, in an effort to educate, enlighten, challenge, and enrich resident's lives. Continuing this open opportunity for citizens to see and engage art would serve to further expose our community to this important visual medium.

Theater Productions/Operations

The Southwest Arts Center Performance Theater is a 375-seat theatre bringing a diverse range of productions and events to the City of South Fulton.

Specifications:

- Mainstage: Proscenium opening: 40' 2" wide x 20' high
 - Theater Seating: Fixed: 375 cap - Wheelchair: 6 cap - Standing Rm: 20 cap
- Backstage: 4- Dressing Rms (2 -Star M/F, 2 – Chorus M/F)

Productions/Events

There are 30 date commitments for the remainder of calendar 2019.

1	10/1 Taste of SoFu - 1st yr
2	10/2-10/20 True Colors' "Paradise Blue" PT True Colors Theatre Company
3	11/16 Serenbe, AREA Dance, & Juvenile Justice Workshop
4	10/5-10/6 Kuumba Storytellers - 18 yrs
5	10/12 YOU Club VA2 Yarn Over Under Club
6	10/15 Taste of SoFu Parking Lot Shelia Mants 1st yr
7	10/15 Special Election Runoff- Theater Lobby FulCo Elections

8	10/20 "Rhythm" BB Mattie Franks Contract signed 1st yr
9	10/22 SWAC Orchestra Rehearsal PT
10	10/23 SWAC Orchestra Performance PT
11	10/24-10/26 Oz Rehearsal & Performance PT - 13 yrs
12	10/26 Angels in Tech Workshop VA2 Angels - 2 yrs
13	10/29 Taste of SoFu Parking Lot Shelia Mants - 1st yr
14	11/2-11/3 AREA Dance Rehearsal & Performance PT 1st yr
15	11/5 Voting Day PT Lobby FulCo Elections
16	11/9 YOU Club VA2 Yarn Over Under Club/Terumi Todd
17	11/16 Serenbe, AREA Dance, & Juvenile Justice Workshop PT
18	11/22-11/24 "Man of the House" PT - 2nd yr
19	11/23 Mojah Drum Talk BB, DS Total Dance/Ajile Axam Date Hold - 18 yrs
20	12/6-12/7 Seasons of Marvin Gaye PT - 1st yr, 2nd event
21	12/7 Angels in Tech Workshop VA2 Angels - 2 yrs
22	12/8 Pop-up Art Show TH Lobby - 1st time
23	12/12-12/14 AREA Dance Rehearsal & Performance PT -1st yr
24	12/14 YOU Club VA2 Yarn Over Under Club
25	12/20-12/21 SWAC's Soul Sistah's Juke Joint PT
26	12/20 Pillowtalk BB Axam - 13 yrs
27	12/21 80th B-Day Party BB Jacqueline Jackson - 1st time
28	12/22 African American Philharmonic Orch. Concert PT - 10 yrs
29	12/26-12/28 Kwanzaa Celebration
30	12/12-12/14 AREA Dance Rehearsal & Performance PT -1st yr

Community & Conceptual Partnerships

- Kenny Leon's True Colors Theatre Company
- Alliance Theatre
- Dominion Entertainment
- Axam Dance Theatre Experience
- Total Dance Dancical Productions
- I AM ARTS
- Ballethnic
- Kuumba Storytellers of Georgia, Inc
- Georgia Lawyers for the Arts
- Bronze Lens Film Festival
- National Black Arts Festival
- Sewjourners' Quilters Guild
- AIB Network

Theater Recommendation

The theater has become a destination facility area-wide hosting an array of diverse professional productions. Staff would seek to maintain the current partnerships that are in place under feasible terms for the City. Upon a closer examination of contractual and financial obligations an informed determination as to which partnerships remain viable can be made. There are also revenue generating opportunities that have not yet been

realized. Under our management we would seek to identify and capitalize on those opportunities to further support theater operations and programming.

Staffing

There are eleven (11) positions in the current staffing model at the Southwest and South Fulton Arts Centers. Five full-time positions and two part-time positions are filled. There two full time and two part-time positions that are vacant, and one contract position that is filled. The County has transitioned their contractual staff to part-time, which has been included here. Transitioning staff in the same manner as previous transitions does provide a challenge.

Staffing Recommendation

In order to provide continuity of service to our citizens through the transition, our recommendation is as follows:

- Collaboration with our Human Resources team has been initiated to begin the process to evaluate each of the current positions to be considered for addition into our pay and class plan.
- Positions would then be aligned and established at the City of South Fulton salary rates, *and not based on the current Fulton County salary.*
- Once that information is available, we would further recommend which positions and how many to adopt based on *budget considerations and* continuity of services.
 - The (1) Art Center Mgr. & (1) Production Mgr. are both essential to maintaining minimal services and current contractual and performance commitments.
 - Staff proposes to post the position of Art Center Manager on November 13, 2019.

Additionally, the current programming at the South Fulton Arts Center is a reduced version of what currently is available at the Southwest Arts Center. That allows for the possibility of consolidating arts programming at the Southwest Arts Center and then using the remaining South Fulton Arts Center/Cliftondale space to build a viable STEAM or arts related program utilizing public/private partnerships with reduced upfront and operating cost.

Those positions that are retained will be open for competitive recruitment. Current staff interested in those positions will apply through the standard HR process.

(Fulton County Implementation of South Fulton & Southwest Arts Centers)

- Current FT salaries & benefits = \$559,607 annually
- Current PT salaries = \$105,074 annually
- Total = **\$664,681**

Listed below are the current positions with salaries and benefits (under the Fulton County Model).

Permanent Full-Time Roster-South Fulton Arts			
POSITION STATUS	POSITION TITLE	POSITION ID	SALARY
Filled	Arts Center Manager	0048127	\$64,420.00
Filled	Arts Education Coordinator	0017877	\$48,663.00
Filled	Administrative Specialist	0114604	\$34,609.00
TOTAL = 3 FULL-TIME STAFF POSITIONS			
Part-time Temporary Arts Instructors-South Fulton Arts			
POSITION STATUS	POSITION TITLE	POSITION ID	HOURLY RATE
Filled	Arts Ed Coordinator (Arts Instructor)	0117216	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117217	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117218	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117208	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117213	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117214	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117215	\$25
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117480</i>	<i>\$35</i>
Filled	Arts Ed Coordinator (Arts Instructor)	0117481	\$35
Vacant	Arts Ed Coordinator (Arts Instructor)	0117482	\$35
Vacant	Arts Ed Coordinator (Arts Instructor)	0117483	\$35
TOTAL = 8 PART-TIME STAFF POSITIONS FILLED			

Permanent Full-Time Roster-Southwest Arts			
POSITION STATUS	POSITION TITLE	POSITION ID	SALARY
Filled	Arts Center Manager	0033461	\$68,086.00
Filled	Arts Center Theatre Manager	0004352	\$53,517.00
Filled	Arts Education Coordinator – Theatre	0017878	\$48,663.00
Filled	Audio Visual Technician	0055174	\$42,156.00
Vacant	Administrative Specialist	0048168	\$34,609.00
TOTAL = 4 FULL-TIME STAFF POSITIONS FILLED			
Part-time Temporary Arts Instructors-Southwest Arts			

POSITION STATUS	POSITION TITLE	POSITION ID	HOURLY RATE
Filled	Arts Education Coordinator-Dance	0029919	\$23.3958
Filled	Audio/Visual Technician	0116099	\$19.6800
Filled	Audio/Visual Technician	0116100	Not started
Filled	Arts Ed Coordinator (Arts Instructor)	0117280	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117281	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117282	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117283	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117284	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117286	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117287	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117288	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117289	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117290	\$25
Filled	Arts Ed Coordinator (Arts Instructor)	0117291	\$25
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117292</i>	<i>\$25</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117293</i>	<i>\$25</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117294</i>	<i>\$25</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117295</i>	<i>\$25</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117296</i>	<i>\$25</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117297</i>	<i>\$25</i>
Filled	Arts Ed Coordinator (Arts Instructor)	0117488	\$35
Filled	Arts Ed Coordinator (Arts Instructor)	0117489	\$35
Filled	Arts Ed Coordinator (Arts	0117490	\$35

	Instructor)		
Filled	Arts Ed Coordinator (Arts Instructor)	0117491	\$35
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117492</i>	<i>\$35</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117493</i>	<i>\$35</i>
Vacant	<i>Arts Ed Coordinator (Arts Instructor)</i>	<i>0117494</i>	<i>\$35</i>
TOTAL = 18 PART-TIME STAFF POSITIONS FILLED			
Contract Arts Instructors-Southwest Arts			
TEAM MEMBER NAME	POSITION TITLE	POSITION ID	
Filled	Wellness Instructor – Yoga	Contractor	\$25
TOTAL = 1 CONTRACT INSTRUCTOR			

*Employee names have been removed due to personnel concerns.

- **Operating Cost**

- Staffing (current): \$664,681
- 2018 Operating Budget: \$305,837
- Revenues (2018) \$103,125.50

There are several opportunities to be explored in order to increase revenues. Review of current contractual obligations, assessment of fee schedule, facility rentals, among others. Arts and related facilities have been shown to both build the fabric of communities as well as serve as economic drivers for wider growth.

- **Preliminary Transition Timeline**

- **October 9, 2019** - Bi-weekly inter-departmental transition team meetings
 - Parks & Cultural Affairs
 - General Services
 - Human Resources
 - Finance
 - Risk Management
 - Communications
 - Park Rangers
- **October 14, 2019** – Pay & Class Assessment Completed
- **October 31, 2019** – Communications and Marketing Plan Completed
- **October 31, 2019** – Full Facility Assessment Report
- **November 12, 2019** - Budget Amendment presented to Council
- **November 13, 2019** – Approved/Budgeted Positions posted
- **November 24, 2019, December 8, 2019** – Job Offers extended
- **January 8, 2020** – Assume Daily Operations

*The transition timeline provided above is preliminary. There is a meeting scheduled in Mid-November with Fulton County at which time an updated timeline will be provided.

Summary

This initial briefing report is a starting point based on available information. Over the next several weeks and through the transition process additional due diligence and information will detail specific facts, details, and cost. This initial assessment will be amended and revised into an Arts Center Transition Guide that will serve to clarify task and document all significant and relevant aspects of the transition up to and including completion.

Appendix A: SW Arts Center Detail Drawing

Appendix B: 2019-2020 Event Listing

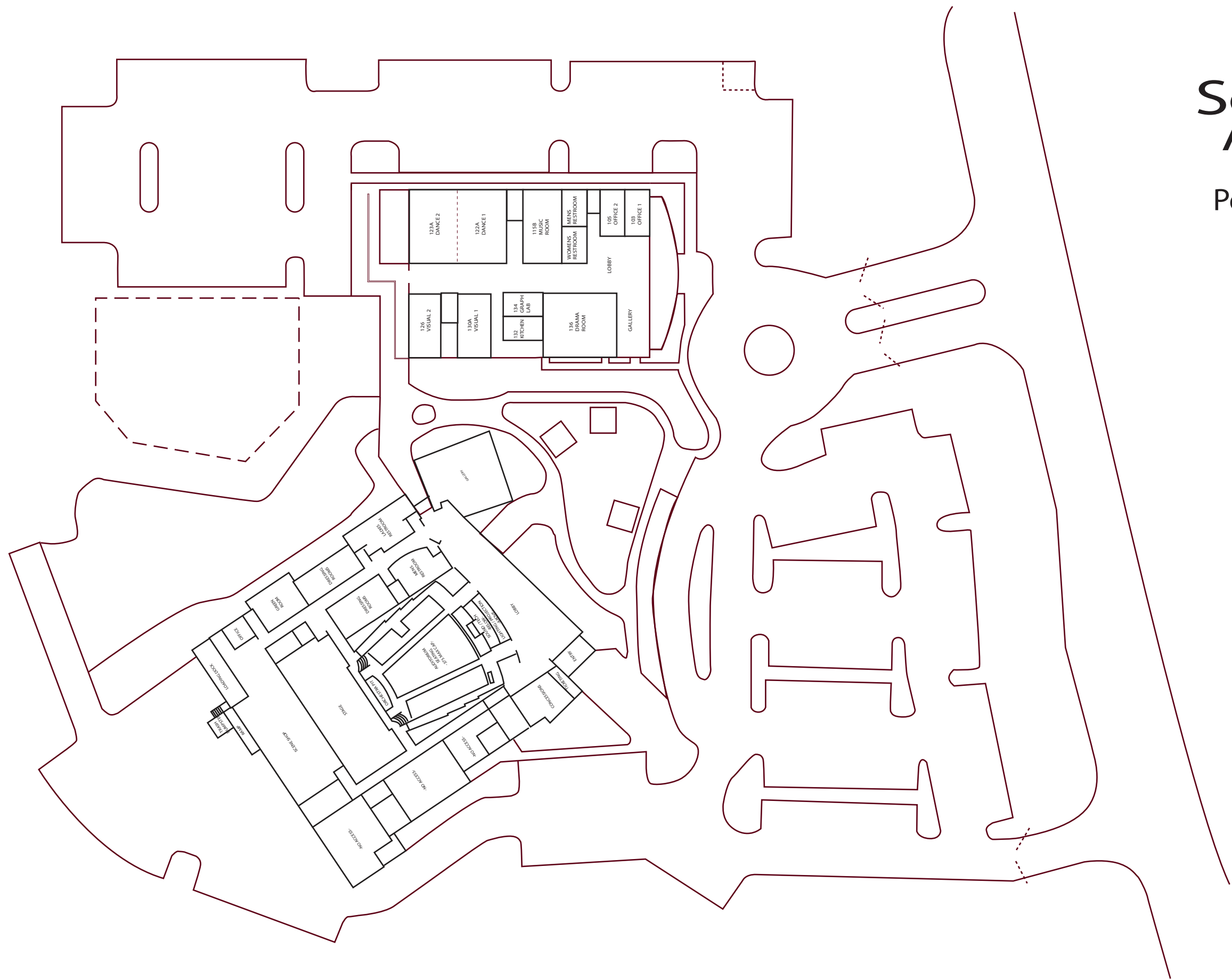
Appendix C: Facility Rental Rates

Appendix D: Theater Information & Equipment

Should you need further information regarding this correspondence, please contact Odie Donald at odie.donald@cityofsouthfultonga.gov.

APPENDIX A

Southwest
Arts Center
Studios,
Performance Theater
and Gallery



r. washington 07/09

APPENDIX B

2019 Upcoming Events

[illegible]

2020 Upcoming Events

Date	Event Name	Location	Client	Status	Client Status
January					
1/4-1/5	Mr. & Miss North America Pageant	PT	Nationz Foundations/Ferrell Thomas	Contract signed	Returning - 5th yr
1/7-2/29	Winter Class Session (8 weeks)	Studio Bldg	Internal		INTERNAL
1/9-1/11	Sherry Armstrong Performance	PT	Sherry Armstrong	Date Hold	1st time
1/11	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
1/14-1/31	True Colors "School Girls" Rehearsal	Studio Bldg	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
1/18-1/19	Mr & Miss Sweetheart International Pageant	PT	Gary Johnson	Contract Started	Returning - 4th yr
1/22-1/23	SWAC Orchestra Reh. & Performance	PT	Internal/Wlanvi Zinsou		INTERNAL
1/25-1/26	Mr & Miss Westland Pageant	PT	Alex Santiago	Contract Started	Returning - 4th yr
February					
2/1-2/29	True Colors "School Girls" Rehearsal & Performance	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
2/8-2/9	Kuumba Storytellers	BB	Kuumba Storytellers	Date Hold	Partner - 17yrs
2/22-2/23	"Mental"	BB	Sid Powell	Contract Started	Returning - 2nd yr
March					
3/1-3/10	True Colors "School Girls" Performance	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
3/14-3/15	Renee Strong Performance	PT	Renee Strong	Date Hold	1st time
3/14	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
3/17-5/9	Spring Class Session (8 weeks)	Studio Bldg	Internal		INTERNAL
3/20-3/21	YOU Awards Rehearsal & Show	PT	YOU Awards/Michelle Ellis	Date Hold	Returning - 6th yr
3/22	Pink Joy Fashion Show	PT	Pink Joy Crochets/Stacie Jackson	Date Hold	Partner - 2 yrs
3/24	Presidential Primary Elections/Special Elections	PT Lobby	FulCo Elections		FulCo INTERNAL
3/26	TEDx	PT	Theresa Marquez	Date Hold	1st time
3/27-3/28	"Women Hold Up the Sky"	PT	Total Dance/Ajile Axam	Date Hold	Partner - 19 yrs
3/29	Pop-up Art Show	TH Lobby	Antoine Williams	Date Hold	1st time
April					
4/4-4/5	Sweet Lu Jazz Concert	PT	Lutalo Olutosin	Date Hold	Returning - 2nd yr
4/11	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
4/13-4/17	True Colors' Spring Play Reading Series	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
4/18-4/19	Metro, Atl. Community Band Reh. & Performance	PT	Metro, Atl. Community Band/Diane Hawkins-Cox	Date Hold	Returning - 8th yr
4/21	Runoff Elections	PT Lobby	FulCo Elections		INTERNAL
4/23	QLS Talent Show	PT	QLS/Irene Richardson	Date Hold	Returning - 2nd yr
4/24-5/2	Dance Week (not yet booked)	PT, DS, BB	Internal		INTERNAL
4/26	Jazz Concert	PT	Sam. H. Johnson Foundation/Dr. Lamarin Hayes-Wallace	Date Hold	Returning - 4th yr
May					
5/1	SWAC Theatre Collective	PT	Internal/Julian Tillery		INTERNAL
5/6-5/7	SWAC Orchestra Reh. & Performance	PT	Internal/Wlanvi Zinsou		INTERNAL
5/8-5/9	Zoetic Dance Rehearsal & Performance	PT	Zoetic Dance Ensemble/Katie Beth-Shultz	Date Hold	Returning - 2nd yr
5/12-5/13	SWAC Youth Orchestra	PT	Internal/Wlanvi Zinsou		INTERNAL
5/14-5/16	SWAC Recital Rehearsal & Performances	PT	Internal		INTERNAL
5/17	Balletnic Spring Recital	PT	Balletnic Dance Company/Nena Gilreath	Date Hold	Partner - 7 yrs
5/19	General Primary/Special Election	BB	FulCo Elections		FulCo INTERNAL
5/19-5/31	True Colors "Marie & Rosetta" Rehearsal	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
5/26-5/31	Summer Camp	Studio Bldg	Internal		INTERNAL
June					
6/1-6/30	True Colors "Marie & Rosetta" Rehearsal & Performance	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
6/1-6/5	Summer Camp	Studio Bldg	Internal		INTERNAL
6/8-6/12	Summer Camp	Studio Bldg	Internal		INTERNAL
6/15-6/19	Summer Camp	Studio Bldg	Internal		INTERNAL
6/29-6/30	Teen Academy	Studio Bldg	Internal		INTERNAL
July					
7/1-7/3	Teen Academy	Studio Bldg	Internal		INTERNAL
7/1-7/14	True Colors "Marie & Rosetta" Performance	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
7/6-7/10	Teen Academy	Studio Bldg	Internal		INTERNAL
7/15-7/21	Possible Extension of "Marie & Rosetta"	PT	True Colors Theatre Company/Chandra Stephens-Albright	Contract signed	Resident
7/13-7/17	Teen Academy	Studio Bldg	Internal		INTERNAL
7/20-7/25	Teen Academy Tech, Performance, & Exhibition Opening	Studio Bldg	Internal		INTERNAL
7/28-7/31	Majah Concert Rehearsal	PT	Total Dance/Ajile Axam	Date Hold	Partner - 19 yrs
August					
8/1-8/2	Majah Concert Performances	PT	Total Dance/Ajile Axam	Date Hold	Partner - 19 yrs
8/8	Latrese Bush Concert	PT	Latrese Bush	Date Hold	Returning - 2nd yr
8/14-8/15	Axam DTE Concert	PT	Axam DTE/Dawn Axam	Date Hold	Partner - 13 yrs
8/21	Onyxcon Exhibition Opening	PT Gallery	Onyxcon/Joseph Wheeler	Date Hold	Partner - 12 yrs
8/22-8/23	Onyxcon Convention	Studio Bldg	Onyxcon/Joseph Wheeler	Date Hold	Partner - 12 yrs
September					
9/1-9/30	True Colors' Fall Show Rehearsals & Performances	BB, PT	True Colors Theatre Company/Chandra Stephens-Albright	Date Hold	Resident
9/3-9/4	Yasmine Axam Dance Performance	PT	Yasmine Axam	Date Hold	1st time
9/5	Evelyn Rogers Stage Play	PT	Acting Craft/Evelyn Rogers	Date Hold	1st time
9/6	Asa Walker Concert	PT	Asa Walker	Date Hold	Returning - 4th yr
9/8-10/31	Fall Class Session (8 weeks)				INTERNAL
9/10-9/12	Magic Show	PT	Joann Montford	Contract Started	1st time
9/11	First Responder's Luncheon	BB	Captain Tukes - CoSF PD		FulCo INTERNAL
9/12	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
9/13	Asa Walker Concert	PT	Asa Walker	Date Hold	Returning - 4th yr
9/18	Seniors on the Runway	PT	Another Tut Production/Carrie Hamilton-Shavers	Date Hold	Returning - 2nd yr
9/19	Hammonds House Honors	PT	Hammonds House/Leatrice Elly		FulCo INTERNAL
October					
10/1-10/27	True Colors' Fall Show Performances	PT	True Colors Theatre Company/Chandra Stephens-Albright	Date Hold	Resident
9/10	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
10/29-10/31	Axam DTE - "Oz" Rehearsals & Performance	PT	Axam DTE/Dawn Axam	Date Hold	Partner - 19 yrs
November					
11/3	General Election	PT Lobby	FulCo Elections		FulCo INTERNAL
11/1-11/30	Vegas Show ??	PT	Contact from Chairman Pitts	????	????
11/14	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
December					
12/1-12/20	Vegas Show ??	PT	Contact from Chairman Pitts	????	????
12/1	General Election Runoff	BB	FulCo Elections		FulCo INTERNAL
12/12	YOU Club	VA2	Yarn Over Under Club/Terumi Todd		INTERNAL
12/22	Kwanzaa Celebration Rehearsals	PT	Total Dance/Ajile Axam	Date Hold	Partner - 19 yrs
12/26-12/27	Kwanzaa Celebration Rehearsal & Performance	PT	Total Dance/Ajile Axam	Date Hold	Partner - 19 yrs

APPENDIX C

FULTON COUNTY ARTS CENTERS RENTAL RATES

	Day	Non Profit Rate/ Individual	For Profit Rate	Minimum Rental *	Rental Deposit (applied to rent)	Damage Deposit (refundable)
Classroom (Equipment Included in classroom rental: Tables and Chairs)						
Hourly	M-Sa	\$30/hour	\$75/hour	2 hrs	\$45	\$50
Dance Studio (Equipment Included in Dance Studio rental: Studio speakers and audio equipment)						
Week Day	M-Th	\$45/hour	\$65/hour	2 hrs	\$45	\$50
Weekend	F-Sa	\$60/hour	\$145/hour	3 hrs	\$45	\$50
Music (Equipment Included in music room rental: music stand)						
Individual Practice Room	M-Sa	\$20/hour	\$45/hour	2 hrs	\$45	\$50
Group Practice Room	M-Sa	\$35/hour	\$65/hour	2 hrs	\$45	\$50
Gallery (Equipment included in gallery rental: Lobby, track lighting, pedestals, easels)						
Hourly	T-Sa	\$30/hour	\$70/hour	4 hrs	\$100	\$300
6-day Run	T-Sa	\$1,200/6-day run	\$3,000/6-day run	6 days max	\$300	\$300
Multi-Purpose Room (Ancillary spaces and equipment within Multipurpose Room included in rental for performances and ceremonies rentals only: Lobby, Green Room, Dressing Room, Stage, House Sound System, Basic Stage Lighting, Tech Rehearsal). Renter is responsible for technical fees.						
Weekday hourly (half)	M-Th	\$30/hour	\$70/hour	4 hrs	\$30	\$100
Weekend Hourly (half)	F-Sa	\$40/hour	\$90/hour	4 hrs	\$40	\$200
Weekday hourly (whole)	M-Th	\$60/hour	\$145/hour	4 hrs	\$40	\$200
Weekend Hourly (whole)	F-Sa	\$80/hour	\$190/hour	4 hrs	\$40	\$200
Weekday Day Rate	M-Th	\$240/day	\$560/day	8 hrs	\$200	\$200
Weekend Day Rate	F-Su	\$320/day	\$760/day	8 hrs	\$200	\$200
Black Box (Ancillary spaces and equipment within the Black Box Theater included in rental: Box Office (where available), Lobby, Green Room, Dressing Room, Stage, House Sound System, Basic Stage Lighting, Tech Rehearsal). Renter is responsible for technical fees.						
Weekday Hourly	M-Th	\$60/hour	\$145/hour	4 hrs	\$100	\$200
Weekend Hourly	F-Su	\$80/hour	\$190/hour	4 hrs	\$100	\$200
Weekday Day Rate	M-Th	\$240/day	\$560/day	8 hrs max.	\$100	\$200
Weekend Day Rate	F-Su	\$320/day	\$760/day	8 hrs max.	\$200	\$200
Performance Theater (Ancillary spaces and equipment within the Performance Theater included in the rental: Box Office, Lobby, Green Room, Dressing Room, Scene Shop, Stage, House Sound System, Basic Stage Lighting, Tech Rehearsal). Renter is responsible for technical fees.						
Weekday Hourly	M-Th	\$62/hour	\$150/hour	8 hrs max	\$150	\$300
Weekend Hourly	F-Su	\$82/hour	\$195/hour	8 hrs max	\$150	\$300
Weekday Day Rate	M-Th	\$500/day	\$1,200/day	8 hrs max	\$500	\$300
Weekend Day Rate	F-Sa	\$655/day	\$1,560/day	8 hrs max	\$500	\$300
6-day Run	T-Su	\$2,500/6-day run	\$5,000/6-day run	6-day run	\$500	\$300

FULTON COUNTY ARTS CENTERS RENTAL RATES

Additional Rental Spaces						
	Day	Non Profit Rate/ Individual	For Profit Rate	Minimum Rental *	Rental Deposit (applied to rent)	Damage Deposit (refundable)
Lobby						
Weekday	M-Th	\$35/hour	\$85/hour	4 hrs	\$100	\$100
Weekend	F-Su	\$47/hour	\$110/hour	4 hrs	\$100	\$100
Scene Shop <i>(Equipment within the Scene Shop included in the rental: Basic Power and Hand Tools and limited storage space)</i>						
Weekday	M-Th	\$32/hour	\$80/hour	8 hrs max.	\$100	\$50
Weekend	F-Su	\$42/day	\$105/day	8 hrs max.	\$100	\$300
Patio						
Week Day	M-Th	\$30/hour	\$75/hour	4 hrs	\$45	\$50
Weekend	F-Sa	\$40/hour	\$100/hour	4 hrs	\$45	\$50
Kitchen Use <i>(Equipment within the Kitchen included in the rental: Convection Oven/Microwave, Refrigerator, Sink, Ice machine (select locations))</i>						
Daily	M-Su	\$200 per rental		4 hrs	\$100	\$100
Grand Piano						
Grand Piano (Yamaha C3)	M-Su	\$50/day	\$250/day	4 hrs	NA	\$200
Baby Grand Piano (Yamaha C1)	M-Su	\$40/hour	\$100/hour	4 hrs	NA	\$200

Equipment Rental	Day	Rate per hour
Table	M-Su	\$10 each per rental
Chairs	M-Su	\$1 each per rental
Easels	M-Su	\$10 each per rental
Stanchions	M-Su	\$10 each per rental
Audio Visual Equipment	Day	Rate per hour
Podium with Microphone and speaker	M-Su	\$25 each per rental
Microphone	M-Su	\$5 each per rental
Portable Speakers	M-Su	\$50 each per rental
Projector with screen	M-Su	\$100 each per rental
Support Personnel	Hours	Rate per hour
House Manager	5 hrs	\$18 per hour
After Hours Attendant	5 hrs	\$25 per hour
AV Technician	4 hrs	\$25 per hour
Security	4 hrs	\$15 per hour
Fulton County Police	4 hrs	\$40 per hour

FULTON COUNTY ARTS CENTERS RENTAL RATES

Production Crew	4 hrs	\$18
Lighting Engineer	4 hrs	\$25
Sound Engineer	4 hrs	\$25
Additional Fees	Rate	
Property Storage Fee	\$100 first day, \$25 each additional day	
Additional Cleaning Fees	\$100 per event	

WAIVERS & REDUCED FEES

For events produced by a governmental entity or a 501(c)(3) not for profit organization, the Director of Arts & Culture may, at his/her discretion, waive application and/or rental fees for the usage of the Arts Center provided that said use is determined to be in the best interests of Fulton County and serves the civic interests of its residents. Program partners demonstrating a commitment to reach broad or underserved audiences may be considered for fee waivers and/or a reduction in fees. Entities deemed as partners must demonstrate the ability to provide a significant community impact and provide programming of equal or greater value to the support provided by Fulton County Government. No waivers shall be granted for personnel-based expenses provided by Fulton County.

APPENDIX D



FULTON COUNTY arts & culture

The Theatre

The Southwest Arts Center Performance Theater is a state-of-the-art, 375 seat theatre in the prestigious Cascade Heights area, bringing a diverse range of productions and events to the southwest Fulton County area. Main stage rental package includes use of lights, sound, and soft goods as available

Theater Location: 915 New Hope Rd. SW, Atlanta, GA 30331

Mainstage: Proscenium opening: 40' 2" wide x 20' high
Depth of stage: 23' 5" end of apron to cyc on centerline
Depth of apron: 5' to beginning of stage
Height: 40' stage deck to grid (approximate)
Wing space: 20' proscenium to side wall SL, 7' 6" SR
● Note: Obstruction on SR – counterweight rigging system
34 single purchase counterweight linesets—fly rail is SR, loading rail is above (authorization is required to access) (harness MUST be used)

Theater Seating: Fixed: 375 cap
Wheelchair: 6 cap
Standing Room: 20 cap

Lobby: Accommodates:
Buffet style reception (standing): 156 cap
Seated style reception: 100 cap
Concession area: 3 cap
Box Office: 2 cap
Restrooms: Male/Female

Backstage: 4 – Dressing Rooms (2 – Star M/F, 2 – Chorus M/F)
● Dressing rooms have makeup counters with lighted mirrors. Star and Chorus Dressing rooms share a bathroom with sink, toilet, and shower
Green Room: 31 cap
Wardrobe Storage
Grand Piano
Scene Shop: 31 cap

Soft Goods: House curtain is red velour—will fly or travel (22'H x 28'W)
2 Travelers, midstage and upstage (22'H x 28'W), black velour curtains
● The House Curtain, as well as each Traveler, has 2 (two) panels at the above dimensions
2 pairs of Legs (22'H x 8'W), black velour
4 Borders (8'H x 54'W), black velour
White Cyc (22'H x 54'W)
Projection screen (13'1"H x 17'5"W)



Equipment Descriptions

Sound and Audio Visual Systems for Southwest Arts Center Performance Theater and Gallery

Behringer x32, 40 channel digital sound board

4 Wireless Handheld Mics, Shure UC2/58

8 Lavs, Shure WL50T

8 Handheld Mics, Shure Beta57A

2 Hanging Mics, Shure MX202

2 Stereo Mics, Audio-Technica AT825

8 Mic Stands

4 Channels of the wireless Handhelds are shared with the Lavs

20 Assistive Listening System (Listen Technologies LA-311 or comparable)

Speakers

4 – 10" Stage Monitors, JBL EON10 G2

2 – 15" Front Fill Speakers, JBL EON15 G2

Ceiling Speaker: For use in Lobby and Gallery,

ClearCom Production Communication System: 8 Headsets with belt packs, 2 Channels

Video Products

1 Video Projector – Maxell MC-WU8461, with a 1.5-3.0 : 1 standard lens



Lighting System for Southwest Arts Center Performance Theater and Gallery

1 Control Console, ETC Express 250

1 Stage Manager's Panel

3 House Light Control Stations

Stage Lighting

8 – Fixed-Focus Ellipsoidal Spotlight: beam diameter of 8 degrees

30 – Fixed-Focus Ellipsoidal Spotlight: beam diameter of 12 degrees

18 – Fixed-Focus Ellipsoidal Spotlight: beam diameter of 17 degrees

6 – Fixed-Focus Ellipsoidal Spotlight: beam diameter of 25 degrees

Fresnel Lens Spotlight: 18 – 0'-6" diameter lens
 5 – 0'-8" diameter lens

18 – "PAR" Fixtures

12 – Borderlight (striplight): Fixtures 6'-0" long each with 12 compartments for individual lamps.
Wire fixtures for 3 color circuits

2 – Followspots

Stagepin Cables: 10 – 5' cables
 20 – 10' cables
 15 – 25' cables
 5 – 50' cables

Side Arms: 18 – 18"
 12 – 24"
 6 – 36"

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: December 26, 2019

SUBJECT: South Fulton Arts Center Transition – Update

Background

Based upon the prior approval of City Council, staff proposes the full transition of all assets at the SW Arts Center and launch of the Cultural Affairs division on January 8, 2020. The goal is to maintain the continuity and consistency of service delivery through the transition and acquisition period. This memorandum will detail the current status of the ongoing transfer, pending deliverables, and the process forward for approximately the next 60 days.

Summary of Events/ Next Steps

- **Property Transfer:** Based upon the mutual agreement of the South Fulton City Council and the Fulton County Board of Commissioners, the City will acquire the SW Arts Center on January 8, 2020.
- **Service Delivery:** The service delivery model and launch of daily operations as proposed by Parks, Recreation, & Cultural Affairs (PRCA) is scheduled for February 3, 2020. The current Fulton County staff operating the facility will be subject to a reduction in force (RIF) effective February 2, 2020. To maintain continuity in the interim, January 8th thru February 2nd, County staff will operate a limited schedule of programming and events under City supervision via an approved agreement. PRCA has reached out to the City Attorney for legal guidance in drafting the necessary agreement for presentation to Council at the next available opportunity, expected to occur on January 14, 2020.
- **Personnel:** In coordination with Human Resources, the Deputy Director position for PRCA has been posted and initial interviews completed. An additional five arts center positions will be posted and filled prior to our launch of daily operations scheduled for February 3, 2020. Under the current Fulton County model arts class instruction services are provide by 25 part-time staff. The

service delivery model the PRCA will implement will provide those same classes/services using independent contractors, not unlike the model currently used for recreation services/classes.

- **Transfer Ceremony:** To keep our community informed and to share the positive message of the City's Acquisition of the SW Arts Center. The City and Fulton County will host a joint Transfer Ceremony and press conference on January 9, 2020. In addition to City leadership and County staff there will also be several prominent stakeholders from the arts community on hand to laud the City's initial foray into arts and culture programming and services.
- **State of the City Address/ Formal Facility Opening:** On Saturday, February 29, 2020 the annual State of the City Address (SOCA) is proposed to be held at the SW Arts Center. It would be combined with the formal facility opening of the new COSF SW Arts Center. Tours of the facility would be available along with several art exhibits and performances.

Summary

The transfer and acquisition of the SW Arts Center will coincide with several additional steps and events as outlined above. Through the acquisition process, the City will maintain service continuity while implementing the preferred service delivery model.

Should you need further information regarding this correspondence, please contact Tony Phillips at tony.phillips@cityofsouthfultonga.gov.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: January 7, 2020

SUBJECT: **Transition of South West Arts Center: Memorandum of Understanding with Fulton County**

In an effort to allow for operational continuity and to avoid any disruption of services, we have agreed to permit the current Fulton County Arts Center staff to continue to provide services at both facilities from January 8, 2020 to February 2, 2020. In order to do so, we have proposed a Memorandum of Understanding (MOU) to define the terms under which we will allow their staff to operate during the designated period (attached). The MOU will be presented to Council for approval at the Special Called Meeting scheduled for Friday, January 10, 2020 at 9am.

Should you need further information regarding this correspondence, please contact Tony Phillips at tony.phillips@cityofsouthfultonga.gov.

MEMORANDUM OF UNDERSTANDING
by and between
FULTON COUNTY, GEORGIA
and an
THE CITY OF SOUTH FULTON
for
THE TRANSFER AND TRANSITION OF
THE SOUTH WEST ARTS CENTER

WHEREAS, Fulton County, Georgia (“COUNTY”), and the City of South Fulton, Georgia (“CITY”) (collectively referred to herein as “parties”) are interested in serving the needs of the citizens of Fulton County, Georgia, by providing for logistics to help ensure the smooth and efficient transition of services and operations at the South West Arts Center (“Center”) by way of this memorandum of understanding (“MOU”). By signing this MOU, and for the mutual and valuable consideration set forth herein, both parties agree to the following:

General Terms

1. The COUNTY will transfer title of the South West Arts Center (located at 915 New Hope and identified as Parcel 14F0061 LL0119) to the CITY prior to February 3, 2020;
2. Upon January 8, 2019 or the COUNTY’S transfer of title of the South West Arts Center to the CITY, whichever occurs later, the COUNTY shall have a license through February 2, 2019, and subject to the CITY’S approval, to provide staffing services and a schedule of programming and events.
3. COUNTY staff operations at the Center will be subject to a reduction in force (RIF) effective February 2, 2020.
4. The CITY shall launch and take full control over daily operations at the Center effective as of February 3, 2020. January 8, 2019 through February 2, 2019 shall be known as the “SWAC Transition Period.”
5. During the SWAC Transition Period, the COUNTY and CITY shall work collaboratively to:
 - a. Run the CITY’S network in parallel with the County until the CITY takes full control over the CENTER on February 3, 2019;
 - b. Transition the Center’s camera and HVAC systems to the CITY; and
 - c. Transition alarm and fire codes to the CITY.
6. The COUNTY shall continue to maintain full insurance coverage over the Center during the SWAC Transition Period.
7. The COUNTY shall indemnify the CITY and hold the CITY harmless from any and all damage which the CITY should suffer from any and all liability, claims, demands, attorney's fees and costs of defense, or judgment against it, arising from the County’s operations at the Center from the effective date of this MOU through the SWAC Transition Period.

8. This MOU constitutes the entire agreement between the parties as to all matters contained herein. All subsequent changes in this MOU must be in writing and signed by both parties.
9. This MOU shall be governed by the laws of the State of Georgia.
10. All notices under this MOU shall be given by email or certified US mail, return receipt requested. Notices shall be addressed to the parties at the following mail and email addresses:

If to COUNTY: insert

With a copy to: insert

If to the CITY:

Odie Donald, City Manager
City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, GA 30336
Ph: (470) 809-7700
odie.donald@cityofsouthfultonga.gov

With a copy to:

11. Neither party shall assign any of the obligations or benefits of this MOU without signed written consent by the other party.
12. This MOU may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
13. This MOU by and between the COUNTY and CITY shall become effective upon the authorization for execution of this MOU the governing bodies of the parties, and the MOU's execution by the parties' duly authorized representatives.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, COUNTY and the CITY have executed this MOU through their duly authorized officers as set forth below:

FULTON COUNTY, GEORGIA:

[INSERT COUNTY SIGNATURE BLOCK]

CITY OF SOUTH FULTON, GEORGIA

Odie Donald, City Manager

Date signed:_____

Approved as to Form:

Emilia C. Walker, City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William "Bill" Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: February 13, 2020

SUBJECT: State of the City Address (SOCA) 2020

Below is a breakdown of the communications delivered by the City Manager to Mayor and Council as it relates to the State of the City Address (SOCA) 2020.

Monday, October 28, 2019	Memorandum: Southwest Arts Center & South Fulton Arts Center – Initial Briefing Report transmitted to Council (please see attached)
Tuesday, November 12, 2019	In Executive Session, a discussion was held regarding the kick-off of SOCA and relaunch of the Southwest Arts Center for end of February 2020 or beginning of March 2020. It was discussed that SOCA should include future partners and a MOU with Fulton County may be needed to move forward since all employees were not transitioning over to the City.
Thursday, December 26, 2019	Memorandum: South Fulton Arts Center Transition Update transmitted to Council which formally announces the date of SOCA on page 2 (please see attached)
Wednesday, January 8, 2020	Memorandum: Transition of Southwest Arts Center MOU with Fulton County transmitted to Council (please see attached)
Thursday, January 9, 2020	Southwest Arts Center Transition Ceremony where a formal announcement of the Atlanta Opera partnership & SOCA event was announced due to no prior opposition from Council
Friday, January 10, 2020	Council Approval of MOU

The Communications & External Affairs Department and the Parks, Recreation & Cultural Affairs Department have incurred the following expenses related to the State of the City Address (SOCA) 2020:

Event Planner Event Planning, Graphic Design, Media Promotion, Development of Collateral Material	\$8,000
Videographer/Editor Interviews of all video participants (in-progress) B-Roll shoots (in-progress) Video Editing	\$3,000

Speech Writer	\$500
Gobo	\$300
Projects SOCA 2020 Stage Lighting Imagery	
Vocalist & Accompanist	\$2,500
Total	\$14,300

The costs listed above are unavoidable in the event the date is changed.

Additionally, the Parks, Recreation & Cultural Affairs (PRCA) Department has secured a principal vocalist and accompanist from the Atlanta Opera's Production of Porgy and Bess to perform at the cost of \$2,500 which is included above. The Porgy & Bess production is scheduled to begin the first week of March and holding SOCA on February 29, 2020 allows for the City to preview the production in advance.

Some programmatic issues that may arise as a result of the date change include:

- Securing the Southwest Arts Center due to productions and activities being scheduled in advance.
- Rescheduling guests who have committed to serve on the program
- Ensuring selected vendors are available on the desired change date

Should you need further information regarding this correspondence, please contact Odie Donald at odie.donald@cityofsouthfultonga.gov.



Program Kick-Off	I AM ARTS - Dancing Company
Mistress of Ceremony	Aungelique Proctor FOX 5 Television Reporter/Anchor
Presentation of Colors	Langston Hughes High School Color Guard
Pledge of Allegiance	Girls Scout Troops 3445 & 3451
National Anthem	Kangelon Dexter District 3 Resident
Prayers	Pastor Warren Henry Chaplain, City of South Fulton Rev. Dr. Kevin Murriel Senior Pastor, Cascade United Methodist Church
Reflections	Dyan Matthews President South Fulton Chamber of Commerce John Pearlman Adams & Co. Real Estate, Inc. Linda Bryant Board President Fulton County Schools Harold Reid District 2 Resident
Introduction /Video Presentation	Larry Hanson Executive Director, Georgia Municipal Association
Introduction of Mayor	Dr. Charles Steele Jr. President, Southern Christian Leadership Conference (SCLC)
Mayor's Address	William "Bill" Edwards Mayor, City of South Fulton



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM

COUNCIL WORK SESSION



SUBJECT: Council Discussion on City of South Fulton Charter Review

DATE OF MEETING: 2/25/2020

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Memo_Charter Review	Cover Memo	2/20/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Honorable Mayor William “Bill” Edwards & City Council Members

FROM: Odie Donald II 
City Manager

DATE: February 18, 2020

SUBJECT: City of South Fulton Charter Review

During the Special Called Meeting on December 16, 2019, Council instructed the City Manager to secure by any lawful means, an academic institution with a school of government by January 31, 2020 to review the City’s Charter and make any recommended changes at a public meeting in February 2020. During the February 11, 2020 Council Meeting, the City Manager provided Council with an update on staff’s efforts to adhere to this request. Based on the foregoing directive, staff took the following actions.

Institution Contacted	Outcome
Georgia State University	Declined to perform service due to limited staff and resources
University of Georgia	Declined to perform service due to request being outside core competency
Georgia College	Expressed an interest to perform service
Morehouse College	Declined to perform service due to request being outside core competency

Upon a good faith effort to secure services from an academic institution, it appears that the top universities lack the resources or specialized expertise needed to perform the requested services. There is a proposal pending from Georgia College, an academic institution that would be consistent with the directive, however, the procurement team does not believe this to be the best option for the service.

Procurement also conducted an informal solicitation. A Request for Quotation was released through GovQuote (<https://app.govquote.net/request/5e1cdd10afdd20004ce84e2f/details>). This process yielded a proposal from GovRates, Inc., in the amount of \$4,500 (attached hereto as Exhibit A). The proposed consultant seems qualified to perform service; however, the consultant would have to be vetted by procurement.

Procurement also reached out to the Georgia Department of Administrative Services (DOAS) for assistance in the form of referrals. Three (3) potential consultants were referred of which only one (1) was qualified, willing and available to perform the requested service. The qualified referral, Murray J. Weed of M. J. Weed Consulting, is a Georgia lawyer with a master's in public administration whose firm specializes in Charter Reviews and is currently performing a Charter Review for the City of Hogansville. The proposal and credentials are attached hereto as Exhibit B.

In addition to the actions stated above, Procurement also solicited a proposal from Mr. Jeff Strickland of the Jarrard Davis Law Firm. Mr. Strickland has served as City Attorney for several cities, provided training on government policy, has already been vetted by Procurement and is familiar with the City's Charter due to the services currently being performed on behalf of the City. Mr. Strickland's proposal is attached hereto as Exhibit C.

Staff formally recommends selecting M. J. Weed Consulting to perform the service based upon the specialized education, training and work experience. Additionally, M. J. Weed Consulting is currently a consultant offering Charter Review as one of its core services and has the lowest cost proposal in the amount of \$3,000.00.

Should you need further information regarding this correspondence, please contact Anthony Kerr at anthony.kerr@cityofsouthfultonga.gov.

Attachments as referenced above



Proposer and Project Manager

GovRates, Inc. ("GovRates") is an exceptionally qualified management, financial, rate, and utility consulting firm that primarily serves governments. The proposed project manager, Bryan Mantz, is a Certified Management Consultant, a Certified Government Financial Manager, and a Series 50-qualified Municipal Advisor Representative. Mr. Mantz is the President of GovRates and has been providing policy development assistance to many local governments throughout the country for over 20 years.

Scope of Services

GovRates will obtain a master copy of the Charter for the City of South Fulton, Georgia (the "City") in Word format. We also have the ability to create a master document from MuniCode. Prior to performing the Charter review, we will schedule a kickoff meeting with the City staff to finalize management goals and objectives for the project. GovRates has state-of-the-art communication equipment, and it is anticipated that the kickoff meeting and multiple meetings to communicate findings could be conducted virtually via a WebEx conference.

With "Track Changes" enabled, we will perform a comprehensive review of the Charter for "suitability, completeness, functionality and consistency with best practices." One component of the review will be to compare the City's Charter with those of other Georgia municipalities. GovRates will work to ensure that the revised Charter document reflects the best elements of all benchmarked municipalities.

GovRates will make edits and comments to the Charter as appropriate and provide copies of the Word file to the City staff for review. We will work with the City management to ensure that any existing policies in the Charter reflect current management preferences.

The "Review" tools of Word allow the user to toggle among the original version, blacklined version, and revised version with no markups. The City management and City attorney can decide on which changes to accept and recommend for approval by the City Council. Based on City feedback, GovRates will finalize the revised Charter document for the City's ongoing use.

Quote

GovRates is proposing a not-to-exceed budget of \$4,500, which reflects 36 hours of the Project Manager's time at \$125 per hour. Invoices for the Project would be based on the hourly rate applied to the actual hours worked on the Project.

Timeline for Completion

Upon being provided a notice to proceed, GovRates would schedule a kickoff meeting with the City staff to discuss the project schedule. GovRates anticipates that we could complete the Charter review within one (1) month if not sooner. We have always completed projects on-time, within budget, and with a successful project outcome.



M.J.WEED CONSULTING INC.

January 10, 2020

Anthony Kerr, Sr.
Purchasing Manager, JD, MBA
City of South Fulton
5440 Fulton Industrial Blvd. SW
Atlanta, GA 30336

Re: City of South Fulton, Charter Review

Via: Anthony.Kerr@cityofsouthfultonga.gov and regular mail.

Dear Mr. Kerr:

Thank you for your telephone and email contact with me today. I enjoyed talking with you. Per our conversation I have prepared a short proposal for the consideration of you and the Mayor and Council or other decision-makers regarding my company providing a charter review. In specific answer to your questions:

1. Charter reviews are one of the primary services that my company provides. I have done numerous reviews in Georgia. Currently, I am performing one for the City of Hogansville.
2. I am Georgia lawyer and I have an MPA. Likewise, I am a registered alternative dispute resolution mediator, and I have been a state-wide government official training manager for a nationally recognized government institute. I have specifically been in this business for over eight years.
3. My company is registered in Georgia and duly incorporated.

Included in this proposal is a copy of my current resume. In the hard copy letter I have included my card and my company's brochure. I can share that in addition to the qualifications noted above, I am a long-time Georgia local government lawyer and I have been a local government elected official. I truly understand first-hand the importance of a city charter and I have both the experience and skills to perform a superior charter review for the City of South Fulton.

If selected I would perform these services within thirty (30) days of notice of selection. The product the city will receive will be a detailed report on the current law regarding important provisions of the charter, my thoughts and opinions on the effectiveness and potential dangers of certain provisions if I find any problems or concerns, and citations to the various laws and treatises that might be helpful to a decision-maker if the elected officials or staff determine some change or changes might be warranted.

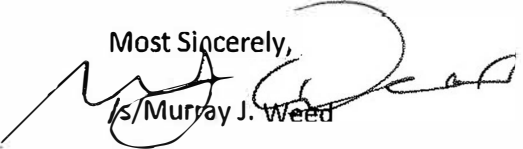
If I am engaged my total fee for the project would be \$3000, plus reasonable expenses such as mileage and other similar costs if such costs are needed to complete the project. I am also happy to make a

presentation to any decision-makers you may desire I report my findings to, and answer questions directly. There is a small additional fee for presentation/question and answer session appearances. That cost is \$500 and again, reasonable mileage or peripheral costs (mail, posters, food and lodging only if overnight travel is required). The presentation is entirely optional. If I am selected, I would request that half of my fee be provided in advance and the remainder upon completion of the project. These rates are very reasonable. As such, you would remit \$1500 to my company at the address below. I offer these rates because South Fulton would be a new client for me and I would hope that some other work in the field of strategic planning and/or public official and staff training might be in the future. My fee is very likely better than any other competitor you will find for the services rendered.

I have sent this proposal by email and I will also send a copy of my brochure to you. I also have another employment position and I have completed all of the necessary forms and received approvals to work under my company.

Thank you and the Mayor and Council or other decision-makers for reviewing this proposal. I am honored to be considered for this work. Please respond as necessary to mweed828@gmail.com.

Most Sincerely,



/s/ Murray J. Weed

Murray J. Weed, President

M.J. Weed Consulting, Inc. (mweed828@gmail.com) 678-378-4568 355 Jennings Mill Parkway #218
Athens, Ga 30606

EXHIBIT C



JARRARD & DAVIS, LLP

Limited Liability Partnership

KEN E. JARRARD*
ANGELA E. DAVIS
CHRISTOPHER J. HAMILTON
MEGAN N. MARTIN
KENNETH P. ROBIN
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JSTRICKLAND@JARRARD-DAVIS.COM

OF COUNSEL:
DEBORAH L. DANCE

† Also Admitted in Illinois & California
* Also Admitted in Tennessee † Also Admitted in Florida

PAUL B. FRICKEY
SARAH VANVOLKENBURGH†
G. AARON MEYER
MOLLY N. ESSWEIN
SAM P. VANVOLKENBURGH
JEFFREY M. STRICKLAND
PATRICK DOYLE DODSON*
MELISSA A. KLATZKOW†

January 17, 2020

VIA EMAIL TO: anthony.kerr@cityofsouthfultonga.gov

Anthony Kerr, Purchasing Manager
City of South Fulton
5440 Fulton Industrial Blvd. S.W., Suite A
Atlanta, Georgia 30336

Re: Legal Services – Special Projects (Charter Review)

Dear Mr. Kerr:

Earlier this week, we discussed the City of South Fulton's ("City") desire to engage someone to review its Charter and report on any observations and, perhaps, recommended changes based on best practices (the "Work"). I am pleased to provide this proposal/cost estimate for the City's review and consideration.

As you are aware, our firm, Jarrard & Davis, is currently engaged by the City for other special project legal work, and, if selected, our further engagement should be under the same terms and conditions. I estimate that it will take between **10 – 15 attorney hours (\$2,250 – 3,375)** to complete the Work.

If the foregoing terms and conditions are satisfactory, please sign below and return one original to me.

Sincerely,

JARRARD & DAVIS, LLP

Jeffrey M. Strickland

AGREED TO AND ACCEPTED BY:

CITY OF SOUTH FULTON, GEORGIA

By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF SOUTH FULTON
COUNCIL AGENDA ITEM
COUNCIL WORK SESSION



SUBJECT: Quarterly Legal Update

**DATE OF
MEETING:** 2/25/2020

DEPARTMENT: Attorney
