

LUMPKIN COUNTY RESOLUTION No. 2014 – 10

**A RESOLUTION TO PROVIDE FOR ART TRAINING AND PARTICIPATION
FOR
LUMPKIN COUNTY CITIZENS
AND
PROVIDE FOR THE USE OF CERTAIN COUNTY FACILITIES BY THE DAHLONEGA ARTS
COUNCIL**

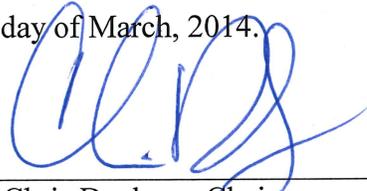
Whereas, the governing authority of Lumpkin County has received a request to allow certain County property (often identified as the “Old Cannery Building”) to be used by the Dahlonega Arts Council; and,

Whereas, said Council has offered to provide art classes and art appreciation to Lumpkin County citizens, and further to pay utilities and maintenance on said building; and,

Whereas, the governing authority of Lumpkin County now desires to enter into an appropriate agreement to provide for such use;

Now therefore, it is hereby resolved that the contract attached hereto as Exhibit “A,” which is by reference incorporated as fully as if set out herein, is hereby approved for execution by the parties.

Resolved, adopted and effective this 18th day of March, 2014.



Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:



Kathleen C. Walker
Clerk, Lumpkin County

**LUMPKIN COUNTY - DAHLONEGA ARTS COUNCIL
AGREEMENT FOR
VISUAL AND PERFORMING ARTS EDUCATION
2014**

Whereas, the governing authority of Lumpkin County (the County) desires to provide recreation services and training for the citizens of the County in accordance with its purpose to provide for the health, safety and welfare of its citizens; and,

Whereas, said governing authority has determined that there is an interest in visual and performing arts in the community such that training and guidance would be beneficial and enjoyable to those persons having such interest; and,

Whereas, the Dahlonega Arts Council, Inc., (DAC) a Georgia non-profit corporation, is dedicated to educating the public concerning visual arts through, among other means, sponsoring classes, demonstrations, art shows (twice a year for the Lumpkin County School system), art scholarship, the Mountain Flower Festival and workshops; and,

Whereas, DAC is in need of a facility to enable it to reach more students and persons interested in the visual arts; and,

Whereas, the governing authority of Lumpkin County has a County building formerly used as a Cannery, but not actively in use at this time; and,

Whereas, the governing authority desires to enter into a contract with DAC to provide certain instruction in the creation and display of visual arts and performing arts, to include art appreciation, visual art creation and display through presentations, demonstrations and workshops;

Now, therefore, in consideration of the use by DAC of the Premises as herein below set out, and the provision of certain specified services by DAC, the governing authority of Lumpkin County and the Dahlonega Arts Council, Inc., agree as follows:

1. Term. The term of this agreement shall run from January 1 until December 31 of the calendar year. It is understood by the parties hereto that the governing authority shall not, except as may be provided by law, contract for a period greater than one year, and this agreement shall be without any power of enforcement following December 31 of each year unless ratified by both the Dahlonega Arts Council, Inc., and the governing authority of the County, except as may otherwise be provided herein.

a. The initial term shall be from the date of execution by both parties until December 31, 2014.

b. This agreement, unless terminated as provided herein, shall thereafter renew for an additional year for the period January 1, to December 31, of each calendar year.

2. The Premises. All references herein to "the premises," "the old Cannery building" or similar language shall refer to that structure located at 61 Enotah Street, being adjacent to the "old jail" historical site.

3. The Agreement. The County will contract with DAC to provide to local citizens instruction in the creation and display of visual arts, to include art appreciation, visual art creation and display through presentations, demonstrations and workshops.

a. The County will provide, at no rental expense, the Premises for the use of DAC.

b. DAC, at no expense to the County, will pay all utility expenses. DAC shall also make such improvements as it deems appropriate, after approval by the County, and at no expense to the County. Any improvements shall by mutual agreement be deemed fixtures to the real property and shall not be removed at such time as DAC vacates the building, except by written agreement between the parties.

c. DAC shall appoint an administrator to coordinate all programs conducted under the provisions of this agreement. This administrator shall have the power to speak on behalf of DAC and to approve all schedules and to commit use of DAC assets and resources for classes, workshops, displays and similar activities. This coordinator shall provide monthly to the Lumpkin County Clerk a "Memorandum of Record" (MFR) of all services provided under the terms of this agreement.

d. It is the mutual agreement of the parties that the DAC coordinator shall work primarily with the Lumpkin County Park and Recreation Department, the Lumpkin County Senior Center, and also with such other County departments and service providers which may, from time to time, provide an opportunity for DAC to encourage art and art understanding in the community. DAC shall also work with the summer camp programs, to offer an "art camp" for children in Lumpkin County, and to offer classes for County citizens who do not use the Senior Center or Park and Recreation. The DAC shall also make available to the County or citizens, the facility for fundraising events, meetings, and special events.

e. All equipment, supplies and training materials shall be supplied by DAC at no expense to the County or its participants unless otherwise agreed by Lumpkin County.

4. Indemnification and Insurance. DAC shall indemnify and hold harmless Lumpkin County, its officers, elected officials and employees and agents from any loss or damage

arising from the use of said Premises by DAC, or any claim arising from the execution of any provision of this agreement. DAC shall further provide for liability insurance in an amount not less than \$1,000,000.00, with the County as a named insured.

5. Termination. The County may terminate this agreement upon ninety days' notice by the governing authority to the DAC coordinator. DAC agrees to cooperate in the event of such notice of termination, and agrees to waive any and all claims against the governing authority of Lumpkin County which it might have or which might arise as a result of such termination.

This contract is entered into this _____ day of _____, 2014, with an effective date of _____, 2014.

On Behalf Of: Dahlonega Arts Council, Inc.

This agreement entered into by the duly authorized and appointed officers of the Dahlonega Arts Council, Inc., acting under the authority of a resolution passed by its general membership, a copy of said resolution being attached hereto and made a part hereof.

Printed Name:
Title:

[CORPORATE SEAL]

Printed Name:
Title:

Lumpkin County:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Kathleen C. Walker, Clerk