



# Lumpkin County, Georgia

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**Date:** October 26, 2015

**Agenda Item:** The Holly Theatre Community Center, Inc. renewal of Old Cannery Building lease

**Item Description:** This is a recommendation regarding the approval of the renewal of a lease with The Holly Theatre Community Center, Inc. for the Old Cannery Building.

**Facts & Historical Information:**

In 2015, Lumpkin County entered into a lease with The Holly Theatre Community Center, Inc. Since the lease was signed, The Holly Theatre Community Center, Inc. has conducted community classes, rehearsals, and programs in the facility and has worked diligently to improve the facility and make it a useable space. The Holly Theatre Community Center, Inc. has expressed a desire to renew the lease so that they can continue to educate the public on performing arts by sponsoring classes, demonstrations and workshops. The current lease is through the end of 2015. The proposed renewal continues stipulations that The Holly Theatre Community Center, Inc. will provide to local citizens instruction in the area of performing arts to include performing, costumes, stage organization and preparation through classroom presentations, demonstrations and workshops. In exchange for use of the facility, The Holly Theatre Community Center, Inc. will pay all utility expenses and make improvements at no expense to the County. All improvements must be approved by the governing authority. An administrator shall be named to coordinate all programs and The Holly Theatre Community Center, Inc. will provide an instructor for Park and Recreation programming needs. The County shall be named as an additional insured and shall be provided with a copy of the policy.

**Potential Courses of Action:**

Options:

- A. Renew the lease with The Holly Theater Community Center, Inc.
  - a. Renewing the lease with The Holly Theater Community Center, Inc. will help the County maintain a facility with minimal impact to the budget. Allowing The Holly Theater Community Center, Inc. to maintain this lease will allow them to offer more programs than they can in their current facility and will offer different programming to the citizens Lumpkin County that choose to utilize Park and Recreation services.
- B. Opt to not renew the lease with The Holly Theater Community Center, Inc.
  - a. This would impact the operating budget as the County would have to assume utility expenses and maintenance on the facility. The County could also be left trying to find someone to provide theatrical art to citizens who desire that type of passive recreation should the lease fail to be approved. The County currently offers art as a program at Park and Recreation.

**Budget Impact:** Should the renewal be approved there would be no budgetary impact. Should the lease be denied, the County would have to assume the utility costs and associated maintenance which is not currently in the 2016 operating budget.

**Staff Recommendation:** The recommendation of staff is to renew the lease as this agreement will provide a service to the citizens of the County and will help us to maintain a facility with minimal cost to taxpayers.

**AGREEMENT FOR  
VISUAL AND PERFORMING ARTS EDUCATION  
(Renewal of the existing contract for Calendar Year 2016)**

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 theater 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 Holly Theatre Community Center, Inc., sometime hereinafter referred to as “the Holly” is a non-profit organization dedicated to educating the public concerning theater and performing arts through, among other means, sponsoring classes, demonstrations and workshops; and,

WHEREAS the Holly in 2015 determined and identified a need for a facility to enable it to reach more students and persons interested in the performing arts; and,

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

WHEREAS, the governing authority agreed to enter into a contract with the Holly to provide certain instruction in the creation and display of general theater arts and performing arts, through “classroom” presentations, demonstrations and workshops;

WHEREAS, the governing authority now agrees to enter into a contract for the 2016 calendar year (also the County Fiscal Year) with the Holly to continue to provide certain instruction in the creation and display of general theater arts and performing arts, through “classroom” presentations, demonstrations and workshops;

NOW, THEREFORE, in consideration of the use by the Holly of the Premises as hereinbelow set out, and the provision of certain specified services by the Holly, the governing authority of Lumpkin County and the Holly, 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 Holly, and the governing authority of the County. It is anticipated that the Holly will provide notice of intent to continue its service to the community by November 1 by written request to the Lumpkin County Clerk for the renewal of the agreement.

a. The present term will continue through December 31, 2015. The term of this agreement (2016 calendar year) shall be from the date of execution by both parties until December 31, 2016.

b. This agreement, unless terminated as provided herein, may be renewed by the parties for an additional year for the period January 1, 2017, to December 31, 2017.

c. It is understood by the parties hereto that this agreement shall be without any power of enforcement following January 1, 2017, unless ratified by both the Holly, and the governing authority of the County.

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 the Holly to provide to local citizens instruction in the creation and display of theater and performing arts, to include acting and performing, use of costumes, stage organization and preparation and display through classroom presentations, demonstrations and workshops.

a. The County will provide, at no rental expense, the Premises for the use of The Holly Theatre Community Center, Inc.

b. The Holly, at no expense to the County, will pay all utility expenses. The Holly 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 the Holly vacates the building, except by written agreement between the parties.

c. The Holly 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 the Holly and to approve all schedules and to commit use of the Holly assets and resources for classes, workshops, displays and similar activities.

d. The Holly shall provide active directors and/or instructors for a period of not less than two hundred (200) hours per year for classes/instruction of theater arts as set out above. The active directors and/or instructors conducting instruction or classes shall be subject to evaluation for attitude toward students and ability to provide a beneficial experience to the participants.

e. The Holly shall provide a report to Lumpkin County on April 1 (for the period December 1 through February 31), July 1 (for the period March 1 through May 31), October 1 (for the period June 1 through August 31) and December 1 (for the period September 1 through November 31) to provide a general report on the services provided to the community. This report should not exceed two pages, and would normally be covered on one page; the purpose is simply to report use.

f. All equipment, supplies and training materials shall be supplied by the Holly at no expense to the County unless otherwise agreed by Lumpkin County.

4. Indemnification and Insurance. The Holly Theatre Community Center, Inc., 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 the Holly, or any claim arising from the execution of any provision of this agreement. The Holly shall further provide for liability insurance in an amount not less than \$1,000,000.00, with the County as a named insured. (Please note that a copy of the policy, with specific provision naming the County as an insured will be required on file. "Notice of Insurance" is not sufficient; a copy of the entire policy will be required.)

5. Termination. The County may terminate this agreement upon thirty days' notice by the governing authority to the Holly coordinator. The Holly 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.

***Effective as of the date of signing, Signatures and authority set out on final page.***

This contract is entered into this \_\_\_\_\_ day of November, 2015.

**On Behalf Of The Holly Theatre Community Center, Inc.:**

This agreement entered into by the duly authorized and appointed officers of the Holly Theatre Community Center, 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.

Telephone number:

[CORPORATE SEAL]

\_\_\_\_\_  
Printed Name:

Title:

Telephone number:

\_\_\_\_\_  
Printed Name:

Title:

**ON BEHALF OF LUMPKIN COUNTY:**

**Resolved, adopted and effective** this \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Chris Dockery, Chairman  
Lumpkin County Board of Commissioners

Attest:

\_\_\_\_\_  
Kathleen C. Walker  
Clerk, Lumpkin County