



Lumpkin County, Georgia

Finance Department

Date:	January 21, 2016
Agenda Item:	The Branch Church Donation
Item Description:	Donation of projector and installation for Community Center Heritage Room
Facts & Historical Information:	<p>The Branch Church approached Parks and Recreation staff about donating a projector and the associated installation by a licensed electrician for the Heritage Room at the Community Center located on Riley Road. The Branch Church had an immediate need for a projector and wanted to donate one to the County. They filled out the necessary paperwork and state that anyone who rents the room can use the projector. All of this was done through their efforts with no impact to the County's operating budget. The total value of the projector materials, and installation was \$788. The only stipulation on the donation is that the County assumes repair and maintenance, to include replacement bulbs, as needed. A photo of the completed work has been included for review. Per the policy adopted by the Board of Commissioners in 2011, Resolution 2011-16, this item has come to the Board for review/consideration.</p>
Budget Impact:	None
Operational Impact:	None
Recommendation:	Staff recommendation is to accept the donation as submitted. The photo and associated information has been provided to Risk Management for inclusion in insurance files.

DONATION ASSESSMENT QUESTIONNAIRE

[Note: For the purposes of this questionnaire, the term "Donation" also refers to Loans]

LC Department / Authority / Agency / Commission (the "Recipient"):

Recipient Contact Person and phone number:

Date:

1/11/16

1. Name and Address of Donor/Lender:

Gabe Dodd - The Branch Church
Po. Box 2424 Dahlonega, Ga. 30533

2. Types of donation (check all that apply):

Goods [] Services [] Loan*
[] Cash/Check [] Other

*Describe length of loan:

3. Describe the goods/service/item to be donated/loaned to LC and its purpose:
(If applicable, include an image, drawing, or other description of the item to be donated)

ceiling mounted projector + cabling to run slide shows + movies in heritage A.

4. What is the estimated value of the donation?

~\$800

5. What conditions are being placed on the donation by the donor, if any?

None. Any one can use it that's renting - the only condition is the LC assume upkeep + repair damages once its installed.

6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)?

Yes.

7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other LC Departments, or the Lumpkin County community:

It will make presentations + events easier + clean because there is no fear or extra set up for project + no fear of damage to said projector.

8. How will the acceptance of this donation affect the recipient's plans or any plans of other LC Departments?

I am not sure.

9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the LC Budget, now and in the future?

There is almost no maintenance other than a new bulb every 2-3 years.

10. Will the donor retain any rights to the donation? If yes, explain.

NO

11. What type of agreement will be needed between LC and the donor? (Attach applicable Standard Agreement attachments)

- Standard Donations Agreement without special conditions
 Standard Donations Agreement with special conditions*
 Standard Loan Agreement without special conditions
 Standard Loan Agreement with special conditions*
 Other agreement or contract unique to this donation*

• *Explain in #12

12. Recipient's recommendation:

- Accept donation as described
 Accept donation with modification or special conditions*
 Decline donation*

• *Explain in #12

13. Include any other information what the Manager, or designee, will need to review this donation offer.

DONATION ASSESSMENT QUESTIONNAIRE

(Donor Name and Address)

Dear (Donor),

Thank you for your generous offer to (loan/donate) to Lumpkin County

(Description)

Staff is currently reviewing the details of your offer and will contact you directly if they have any questions. Following completion of the review, staff will make a recommendation to the Manager. The Manager will then determine whether this offer requires action by the Board of Commissioners at a regular voting session. Staff will keep you informed on the status of your offer.

Please feel free to contact staff or myself if you have any questions.

Sincerely,

Chairman, Lumpkin County Board of Commissioners

cc: Finance

STANDARD DONATIONS AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between Lumpkin County, Georgia (hereinafter referred to as "LC") and _____ (hereinafter referred to as "Donor"). In consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF DONATION

This document forms the master Agreement between Donor and LC for the donation to LC by Donor of the goods, services, and/or funds described in Attachment A, *Donation Description*, attached hereto and incorporated herein by reference.

II. GENERAL CONDITIONS

The donation of the above-described goods, services, or funds is accepted under the following conditions:

- A. LC will attempt to use the donation for the purposes desired by the Donor. However, all items donated become the property of LC and, should circumstances warrant, will be altered, disposed of or reallocated as deemed necessary by an appropriate representative of LC. Donor hereby gives, assigns, transfers, and delivers to LC all right, title, and interest in and to the property described herein.
- B. LC must receive all donated funds before work can be authorized to begin on any proposed project to be paid for by the funds.
- C. The maintenance of the donation shall be at the sole discretion and control of LC. Any insurance to be provided for the donation shall be at the sole discretion and control of LC.
- D. The Donor certifies that the donation is in good and usable condition.
- E. LC shall have all rights to photograph, or reproduce images by other conventional means, the donated item(s) for all purposes.
- F. The Donor warrants that Donor, as sole owner, has full right, title, and interest in and to the donations listed

in this Agreement, and that Donor or legal representative of the Donor hereby transfers such property to LC.

G. This Agreement constitutes the entire agreement among and between the parties.

III. SPECIAL CONDITIONS

The attached Special Conditions set forth the details of the Agreement that have been agreed upon between both parties due to unique, unusual, or rare circumstances or conditions that are applicable to this donation. See *Attachment B, Special Conditions*, attached hereto and incorporated herein by reference.

THE PARTIES HERETO hereby certify that they have full power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their seals as of the date first written above.

[signature page follows]

ATTACHMENT A

DONATION DESCRIPTION

List and Description of goods, services, or funds being transferred from Donor to LC:

1.

1. Ben Q projector (\$500)
2. 100 ft. Hdmi cable (\$100)
3. Hdmi → vga adapter (\$8)
(for computers)
4. Projector ceiling mount (\$30)
5. Licenced electrician to install. (\$150)

Projector is high quality, 3D ready projector.

ATTACHMENT B

SPECIAL CONDITIONS

(Detail of special conditions applicable to this donation; if none, state "No Special Conditions")

1.

LC accepts up keep & damage to
repair projector so it can be used when
room is rental.

DONOR

Lumpkin County Board of Commissioners

For an Individual DONOR:

Signature of Individual

By: Chairman

Notary Public

County Clerk

Date

NOTARY SEAL

For a Corporate DONOR:

The Branch Church
Name of Corporation

By: [Signature]
Chief Executive Officer

Attest: NA
Corporate Secretary

1/11/16
Date

CORPORATE SEAL