

AGREEMENT

WHEREAS, Article 9, Section 2, Paragraph 3 of the Georgia Constitution specifically confers upon **GORDON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “the County”), certain supplementary powers and all implied powers necessary to carry out said supplementary powers and provide services to include public health facilities and services, parks, recreational programs, libraries, archives, and arts and science programs and facilities; and

WHEREAS, the County has been requested by CALHOUN-GORDON ARTS COUNCIL (hereinafter referred to as “the Service Provider”) to furnish funds in the amount of \$3,000.00 for the County’s 2014 fiscal year to allow the Service Provider to perform the following activities promoting the safety, health, peace, security, good order, comfort, convenience and general welfare of the citizens of the County, to wit:

Enhance the quality of life in Gordon County by providing theatre and music events to the community through live performances for all age groups and continue efforts to promote Roland Hayes by educating and preserving his accomplishments by creating a museum in his memory; offering free admission to the art galleries and the Roland Hayes Museum to all visitors; art shows, with 2 being devoted entirely to the work of Gordon County and Calhoun City Schools students; providing The Art Market museum store for Gordon County artists; hosting the Georgia String Band Festival; providing and promoting art activities in Gordon County such as the Music Guild, Calhoun Little Theater, and the Community Chorus; and offering classes in the music and the arts for Gordon County residents; and

WHEREAS, the Board of Commissioners of Gordon County, Georgia consider the services to be performed by the Service Provider necessary for the general welfare of the citizens of Gordon County;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the County and Service Provider do hereby agree as follows:

1. Service Provider will undertake and perform the following activities, projects and

programs (hereinafter referred to as “the Service Project”) during the County’s 2014 fiscal year:

Will provide theater and music events to the community for all age groups, will present the Roland Hayes Festival in conjunction with Georgia Music Week, will host the Georgia String Band Festival, will host, promote and support student and regional art shows in the gallery, and will continue to work toward the establishment of a permanent home for the arts in Gordon County.

2. Service Provider will provide to the County a report on or before December 31, 2013

and May 31, 2014 identifying the activities, projects and programs performed or completed

during said reporting period. Said report shall identify the costs and expenditures for same as well as the number of County residents served.

3. County will pay to the Service Provider the sum of \$3,000.00 for the Service Projects.

4. Any property, other than real estate, purchased by the Service Provider with the funds paid by the County hereunder shall become the property of the County in the event the Service Provider ceases to exist as a legal entity or abandons the Service Project. In such event, the County may take immediate possession of said property.

IN WITNESS WHEREOF, the parties hereto caused the proper officials to affix their hands and seals of the contracting parties on this the _____ day of _____, 2013.

SERVICE PROVIDER GORDON COUNTY, GEORGIA

Name: _____ By: _____
Chairman, Board of Commissioners

By: _____ Attest: _____
County Clerk

Attest: _____