



SMALL TOWN, BIG BEACH™

Memorandum

Date: January 12, 2016

To: Mayor Craft

City Council

From: Grant Brown

Matt Young

Cc: Steve Griffin

Subject:

BACKGROUND: In an effort to promote art education, community involvement, and economic growth through dynamic art programs for all ages we have worked very closely with the Gulf Coast Arts Alliance (GCAA) in support of their mission to enhance quality of life and create a sense of place in Gulf Shores. To further codify this relationship, we have drafted an agreement which will be mutually beneficially to the City and the GCAA.

This Agreement identifies specific locations for supporting arts activities, including activities which GCAA volunteers have agreed to provide service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City, with respect to the activities located at City operated properties.

RECOMMENDATION: Authorize the Mayor to execute and City Clerk to attest respectfully an agreement between Gulf Coast Arts Alliance, Inc. and The City of Gulf Shores

PREVIOUS COUNCIL ACTION: None

BUDGET IMPLICATIONS: The minor expenses related to the agreement can be absorbed within the Programs and Events budget.

ATTACHMENTS: Agreement between Gulf Coast Arts Alliance, Inc. and The City of Gulf Shores

DEPARTMENT: Recreation and Cultural Affairs

STAFF CONTACT: Matt Young and Grant Brown



AGREEMENT

GULF COAST ARTS ALLIANCE, INC. AND THE CITY OF GULF SHORES 2016 SEASON

This AGREEMENT (this "Agreement") is dated and effective _____, 2016 (the "Effective Date"), by and between the GULF COAST ARTS ALLIANCE, INC., an Alabama mutual benefit nonprofit corporation ("GCAA") and the CITY OF GULF SHORES ("CITY"), in Gulf Shores, Alabama, as described below. Unless otherwise terminated per the terms agreed upon here within this AGREEMENT will terminate on January 31, 2017. GCAA and CITY are referred to singularly as a "party" and collectively as the "parties" on a generic basis.

INTRODUCTION AND PURPOSE

The City of Gulf Shores and the Gulf Coast Arts Alliance are interested in promoting art education, community involvement, and economic growth through dynamic art programs for all ages, enhancing the quality of life and creating a sense of place in Gulf Shores.

This Agreement identifies specific locations for supporting these activities, including activities, which GCAA volunteers have agreed to provide service to the City, establishes the responsibilities and conditions under which that volunteer service will be provided, and delineates the responsibilities of the City, with respect to the activities located at City operated properties.

SCOPE OF THE AGREEMENT

City Properties Covered by this Agreement

This Agreement applies to activities located in the following properties: 1) Waterway Village; 2) Cultural Center; 3) Meyer Park; 4) Thomas B. Norton Public Library; 5) City Hall; 6) Gulf Shores Museum.

Ownership of Improvements

All improvements, constructed on the land of the City, shall be, and remain the property of the City. All materials, including records, data, and other information acquired, developed or documented under this Agreement shall be the property of the originating party, unless otherwise mutually agreed upon by both parties.

GCAA Volunteers

Volunteers assigned to work under this Agreement are volunteers of GCAA and are covered under the policies and procedures of GCAA in relation to volunteer organization and management. Volunteers are not employees of the CITY, however they will be required to submit to criminal and other background checks as determined by the City and will receive direction enabling them to represent the relationship between GCAA and the CITY as contemplated by this Agreement. The City reserves the right of approval or disapproval of any and all volunteers utilized or proposed to be utilized by GCAA in the performance of the responsibilities of GCAA under this Agreement.

Process for Amendments

During the term of this Agreement, either party may request an amendment to the Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

GCAA RESPONSIBILITIES

During the term of this Agreement, the responsibilities of GCAA are as follows:

1. GCAA will provide technical support to the CITY in determining the advancement of public visual and performing arts in accordance both CITY and GCAA mission statements and the CITY Strategic Plan 2015-2019.
 - Identify a GCAA designated representative for the term of this agreement and submit his or her name to CITY Programs & Events Supervisor.
2. GCAA will provide logistical assistance for Waterway Village Art Markets.
 - Submit appropriate Public Assembly Permits
 - Coordinate schedules with CITY Programs & Events Supervisor.
 - Identify vendor both locations
3. GCAA will provide and supervise volunteers in the provision of five (5) youth and five (5) adult low-cost art classes.
 - Utilize facilities owned by the CITY made available by the CITY Programs & Events Supervisor.
 - Coordinate curriculum, class schedule and public notification with CITY Programs & Events Coordinator Supervisor.
 - GCAA will recommend to the CITY for consideration the curriculums, mediums, costs, and location for art classes, materials and supplies (if requested by the CITY).
4. GCAA will provide and supervise revolving visual and performing art exhibits to be displayed at City Hall, Thomas B. Norton Library, City Museum and the Cultural Center.
 - Seasonally submit a schedule identifying the minimum display timetable to the CITY Programs & Events Supervisor for approval.
 - Coordinate location and duration with City Programs & Events Supervisor.
5. GCAA may provide art exhibits in association with CITY's Music at Meyer Park
 - Submit proposed artists to CITY Programs & Events Supervisor for approval

CITY RESPONSIBILITIES

During the term of this Agreement, the responsibilities of CITY are as follows:

1. CITY will provide maintenance staff support and electricity for no less than four (4) and no more than seven (7) Waterway Village Art Markets, location and schedule agreed to by the CITY.
2. CITY will provide sanitation services, including portable restrooms and trash receptacles, to ensure proper health and safety at agreed events.
3. CITY will review and approve all curriculums, mediums, costs, materials, supplies and locations for art classes and agreed volunteer activities.
4. CITY will provide facilities and venues for all agreed classes and exhibits as stated per this agreement at no charge.
5. CITY will purchase materials, if needed, to be used in the administration of approved classes.

6. CITY will provide digital and social media advertising, marketing and registration service for all agreed activities.
7. CITY will recognize GCAA's contributions to the advancement of Gulf Coast visual, musical, performing literary and culinary arts in an appropriate media in a manner and be coordinated through CITY.
8. CITY will authorize GCAA to have informational displays at each CITY event associated with this agreement for the purposes of providing information about GCAA membership, classes and events, as approved and coordinated with CITY Programs & Events Supervisor.
9. CITY will notify GCAA of cancellations, facility closures or event which affect scheduled curriculums and reschedule when appropriate.

OTHER TERMS OF THE AGREEMENT

Hold Harmless Agreement

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume risk and liability to itself, its agents or employees, for the injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under the Agreement, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts of negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, in the course of or otherwise in connection with the performance of its responsibilities under this Agreement. .

Term of Agreement

Either party may terminate this Agreement upon 30 days written notice to the other party. .

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to principles of conflict of laws.

GCAA Contact

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eloise.thomely@gmail.com

CITY Contact

Leslie Dethloff, Programs & Events Supervisor
PO BOX 299
Gulf Shores, AL 36542
Office: 251.968.1171
Cell: 251.223.7676
www.gulfshoresal.gov
ldethloff@gulfshoresal.gov

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of this _____ day of _____, 2016.

City of Gulf Shores
1905 West 1st Street
Gulf Shores, AL 36542

Gulf Coast Arts Alliance, Inc.
225 East 24th Avenue
Gulf Shores, AL 36547

By: _____

By: _____

Its Mayor

Title: Eloise Thomely,
Vice Chairman

Attest:

By: _____

City Clerk

Title: Maria Bastin, Chairman