

STATE OF MISSISSIPPI

COUNTY OF FORREST

## AGREEMENT

WHEREAS, the Hattiesburg Arts Council, formerly the Hattiesburg Civic Arts Council, hereinafter referred to as “Council” and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as “City”, has entered into discussion with view of Council providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and City do hereby agree and obligate themselves as follows, to-wit:

### I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the 1<sup>st</sup> day of October 2018 and termination on the 30<sup>th</sup> day of September 2019. Council shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

### II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the Council an amount not to exceed Twenty Thousand Seven Hundred Sixty Dollars (\$20,760.00), for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the City Clerk by October 31, 2019.

### III.

Council does hereby obligate itself to comply with the policies of the City that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. Council does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

### IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

### V.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall, at its own expense, renovate space designated/shade in blue and yellow of Exhibit "B" for use as an office and space for other activities. Any renovations done in this area by the Arts Council shall be approved in advance by the City and such renovations shall become a part of the Property. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the \_\_\_\_\_ day of

\_\_\_\_\_, A.D., \_\_\_\_\_.

HATTIESBURG ARTS COUNCIL  
(formerly the - HATTIESBURG CIVIC  
ARTS COUNCIL)

\_\_\_\_\_  
Rebekah Stark Johnson, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

( S E A L )