

Memorandum of Understanding
Between
The City of Dalton, Georgia
Parks and Recreation Department
And
Downtown Dalton Development Authority
for
Burr Performance Arts Park

This Agreement made and entered into this _____ day of _____, 2022 by and between PARKS AND RECREATION DEPARTMENT OF THE CITY OF DALTON, GEORGIA (the “City”) and DOWNTOWN DALTON DEVELOPMENT AUTHORITY (the “DDDA”).

PURPOSE

1. The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between the City and the DDDA as it relates to management of Burr Park. It will assist in defining the relationship between the Parties to ensure that the goals of each are accomplished in a mutually supportive way and ensure Burr Performing Arts Park is responsibly used.

BACKGROUND

1. The Burr Performing Arts Park, the crown jewel of downtown, was conceived, designed and built in its unique location for the purpose of hosting events which would be considered entertainment, recreational, or educational in nature, and is specifically suited for performing arts. Burr Performing Arts Park (Park) is owned by the City of Dalton and is a part of its parks system.

TERM

1. This MOU shall have an initial term of one (1) year and shall automatically renew for a maximum of two (2) additional one (1) year terms unless either of the Parties provides the other written notice of its intent not to renew at least thirty (30) days prior to such renewal.

RESPONSIBILITIES OF DDDA

1. Serve as the primary contact for Burr Performing Arts Park facility use requests
2. Follow proper permitting processes that ensure facility use request are filtered to the appropriate city departments of the permitting process (i.e. – parks and recreation department, public works department, police department, fire department, city administrator’s office, finance department).
3. Only allow events that reflect well upon the City, the parks and recreation department and the downtown businesses
 - i. Any public performance element of the event sponsor’s use of the premises must be “family friendly” and appropriate for audiences of all ages. It shall not include profanity, nudity, obscenity, racism/racial slurs, bigotry, hatred, violence, horror, innuendo, blasphemy, taunting, bullying, gang symbolism, or other gestures or behavior that is inappropriate for an “all ages” event.
 - ii. Event should only be approved if deemed community friendly and assist in the spirit of the park purpose failure to do so will lead to immediate termination.
4. Upon approval of event, DDDA is expect input rental information into The City’s electronic reservation system
5. The Downtown Director is expected to communicate fee structure, insurance requirements, facility use policy to potential event sponsors

6. DDDA shall enforce Policy and Procedure as stated in Exhibit “A.”
 - a. The City expects that the Burr Performing Arts Park Policy and Procedures be enforced fairly and consistently to all facility users.
 - b. DDDA will collect and hold pre-event deposits from the event sponsors
 - i. DDDA can return deposit under the following circumstances:
 1. Event sponsor returns facility keys to DDDA
 2. If the post event facility check verifies that the facility received no damages during and event and is in proper condition.
7. DDDA will responsibly schedule events that will allow The City to perform routine maintenance
8. Concerns of maintenance issues and needs will be brought to the attention of the Facilities Superintendent. The Facilities Superintendent will inform appropriate City maintenance personnel of issue/needs.
9. No alterations can be made to the park without consent from The City and the Parks and Recreation Department
10. The DDDA will provide concessions for City and/or Parks and Recreation sponsored event at the Park
11. The DDDA is expected ensure all event sponsors show proof of the proper event insurance prior to event date.
 - a. Event sponsors will be required to maintain a special events policy that covers general liability and liquor liability (when alcohol is being served) through the duration of their event. The minimum acceptable limit of liability is \$1,000,000 per occurrence and The City of Dalton must be listed as an Additional Insured on the policy.
12. The DDDA will maintain the alcohol license for the park
 - a. Events serving alcohol, which are not organized under the standing DDDA alcohol license, shall obtain the proper temporary permit for serving alcohol through the City Clerk’s office and Georgia Department of Revenue. Please see Burr Park Policies and Procedures for additional information.

RESPONSIBILITIES OF THE CITY

1. The City will allow DDDA to conduct events within the park
2. DDDA is given priority use of the facility and will be sole provider of alcoholic beverages for events unless approved by The City and DDDA.
3. The CITY shall maintain the park, facility and surrounding grounds. Any maintenance that may disrupt scheduled events will be notified to the Downtown Director through the Facilities Superintendent.
 - a. The Parks and Recreation will schedule routine maintenance to properly maintain the grounds such as aeration, fertilization, and other applications. Such maintenance will be scheduled and communicated with the DDDA.
 - b. The Parks and Recreation Department will do routine inspections of the bathroom/concessions facility to ensure the building is operational for DDDA schedule events and outside events.
4. The City will designate a Parks and Recreation staff member to be on site while the facility is in use as determined by the Parks and Recreation Director
 - a. Depending on size and nature of event, the assigned staff member(s) may be on site the entirety of the event or on call when assistance is needed
5. The City will incur cost associated with labor and utilities; an impact fee will be imposed on event sponsors per facility fee listed in Exhibit “A” of this document.

FACILITY ACCESS

1. Access to facilities will be coordinated by the DDDA
2. Parties shall strictly comply with all laws, ordinances, rules, regulations, and orders of all federal, state or local government agencies or authorities as well as all policies, rules and regulations

3. Parties shall ensure that all members and attendees confine themselves to the designated areas of the park specifically requested on the facility permit form and ensure events comply with occupancy as noted in the Burr Performance Arts Park policies and procedures
4. Storage space shall be provided to the DDDA. Storage space must be kept in a way that it is not a strain on City maintenance operations.

CARE OF THE FACILITY:

1. Parties agrees to respect the Park being used, to include but not limited to keeping the park clean and orderly
2. Parties will communicate with designated administrative staff and custodial/maintenance staff on a protocol for cleanliness

SEVERABILITY

Each provision of this agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

DOWNTOWN DALTON DEVELOPMENT
AUTHORITY

THE CITY OF DALTON, GEORGIA

By: _____

By: _____

Title:

Title:
