

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SERVICES AND USE OF FACILITIES**

THIS AGREEMENT is made and entered into this 19th day of December, 2016 by and between the City of Avondale Estates, a Georgia Municipal Corporation (hereafter "the City"), and the Downtown Development Authority of Avondale Estates (hereafter "the DDA").

WITNESSETH:

WHEREAS, the DDA has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the "Act"), and activated by Resolution of the City's Board of Mayor and Commissioners; and

WHEREAS, the DDA's purpose is to facilitate the revitalization and redevelopment of the central business district of the City of Avondale Estates and to thereby "develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities" (O.C.G.A. § 34-42-2); and

WHEREAS, the DDA has certain skills, qualifications and experience which may be put to use to promote Avondale Estates' central business district as a good place to do business and the City is desirous of contracting with the DDA to fund the provision of such promotional services; and

WHEREAS, the City owns and operates certain facilities that will be useful to the DDA in accomplishing its purpose of revitalizing and redeveloping the central business district of Avondale Estates; and

WHEREAS, the City and the DDA desire to collaborate on the implementation of the Downtown Master Plan for Avondale Estates (dated March 20, 2014); and

WHEREAS, the parties wish to work cooperatively in the undertakings provided herein for the mutual benefit of the City and the DDA.

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings made in this agreement, and for other good and valuable consideration, the City and the DDA consent and agree as follows:

Section 1. Purpose and Intent.

The purpose of this Agreement is to provide for the benefit of the citizens of Avondale Estates by the provision of certain services by the DDA to the City and the use of certain City facilities by the DDA, and for other related purposes contemplated by the Georgia Constitution Art. IX, § 3, ¶ 1, as more fully described in the foregoing recitals which are hereby incorporated by reference and included as material terms of this agreement.

Section 2. Services to be Provided by DDA.

A. Promotion of the Central Business District.

The DDA shall commit substantial efforts to promoting the Central Business District of the City as a desirable place to do business and to visit. Such promotion may include, without limitation, promoting the Central Business District as a relocation destination for existing businesses, as a beneficial location for starting a new business, as an attractive destination for hosting public or private events, as a shopping destination for the public to take advantage of existing retail businesses, supporting and enhancing existing businesses, advertising the many advantages and benefits of the Central Business District in media, and developing real estate to accomplish such purposes.

B. Planning for Redevelopment of the Central Business District.

The DDA shall annually review the City's Downtown Master Plan and propose recommendations for updating the City's Downtown Master Plan as appropriate. The DDA shall lead the efforts to engage the community regarding any appropriate updates for the Downtown Master Plan and shall take a leading role in managing and implementing the Downtown Master Plan.

C. Seeking Funding.

The DDA shall actively seek, search for, apply for, and otherwise put itself or the City in a position to receive federal, state, regional and other funding or financial assistance. The following funding opportunities are listed by way of example and not limitation: Downtown Renaissance Act Fund, CDBG funds, LCI funds, business financing, etc.

D. Downtown Development Resource Individual.

The DDA shall hire or contract with a qualified individual as Downtown Development Resource Individual. The DDA shall include the City Manager in the process of identifying the most qualified individual for such position. The Downtown Development Resource Individual shall survey business owners to determine what steps the DDA can take to assist in establishing a thriving Central Business District, interact with developers interested in projects within the Central Business District and otherwise devote substantial efforts to furthering the purposes of this Agreement.

E. Downtown Events.

i. *Community Participation Program.*

The DDA shall administer the Community Participation Program ("CPP") in accordance with the written guidelines attached hereto as Exhibit "A." Through the CPP program, the DDA shall award Fifteen Thousand Dollars (\$15,000.00) to qualified applicants desirous of holding an event in the Central Business District. The DDA shall be

responsible for ensuring that the vendors that it awards funds to pursuant to the CPP will comply with the guidelines attached hereto as Exhibit "A."

ii. *Other Events.*

The DDA may sponsor such other events to take place in the Central Business District as the DDA determines to be in the best interests of advancing the objectives of this Agreement.

F. Downtown Business Association.

The DDA shall facilitate the "Avondale Estates Downtown Business Association" ("AEDBA") and encourage the owners and operators of all businesses located within the Central Business District to join and participate in such organization. The DDA will coordinate the AEDBA with City and DDA initiatives and obtain AEDBA input as to priorities for the Central Business District.

Section 3. Use of City Property.

The City and the DDA agree that it may be mutually beneficial for the City to allow the DDA to use its real property. The DDA may propose to use City property at any time by submitting a written request identifying the property sought to be used as well as the purpose and duration proposed for such use. If the City agrees to allow the DDA to use its property, the parties will enter in to an addendum to this Agreement memorializing the same.

Section 4. Payments to DDA.

In exchange for the services to be provided to the City by the DDA as described in Section 2 of this Agreement, the City shall pay the DDA a single lump sum payment in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) to be tendered not later than ten (10) days from the effective date of this Agreement.

Section 5. Use of Funds by DDA.

Funds received by the DDA pursuant to this Agreement shall strictly be spent for purposes contemplated by this Agreement and identified by the DDA budget attached hereto as Exhibit "B." The DDA shall be free to adjust its budget by shifting budgeted amounts from one line item to another. A material expenditure of funds received pursuant to this Agreement for any purpose other than those identified by the budget attached as Exhibit "B" shall be a breach of this Agreement by the DDA and shall entitle the City to repayment of such amount, and shall be grounds for the City to unilaterally terminate this Agreement at the City's sole discretion. For the purposes of this section, the term "material" is defined as 3% of the budget.

Section 6. DDA's Accounting and Reporting Obligations.

- A. The City will place the funds provided under this Agreement in the bank account known as "City of Avondale Estates Downtown Development Authority" with Fidelity Bank. The

City's Finance Director will manage accounting for such account, including issuing checks for payment of approved invoices upon receipt of an appropriate requisition from the DDA.

- B. The DDA agrees to thoroughly document the expenditure of all funds received from the City pursuant to this Agreement by receiving and providing to the City receipts, contracts, invoices or similar written documentation for all goods and services received by the DDA in exchange for payment of funds provided by the City.
- C. The City will cause the City's public auditor to audit the DDA's finances in connection with the City's annual audit.
- D. The DDA shall provide monthly written reports to the City Manager regarding its activities. Additionally, the Chairman of the DDA shall make quarterly presentations regarding the DDA's activities to the City's Board of Mayor and Commissioners in public meetings.

Section 7. BOMC Approval of DDA Real Property Transactions.

In consideration of the mutual promises contained in this Agreement, the DDA agrees that it will not act to buy, sell, lease or trade any real property without first obtaining the specific advance consent of the City's Board of Mayor and Commissioners, by their majority vote at a public meeting, to such property transaction. Violation of this provision shall be a breach of this Agreement and shall constitute grounds for the City to unilaterally terminate this Agreement at the City's sole discretion. The Board of Mayor and Commissioners may approve a real property purchase, lease or sale by the DDA in advance by specifically including the approval of a particular property transaction in an ordinance or resolution that approves a bond issuance by the DDA.

Section 8. Roles and Responsibilities Document.

Within ninety (90) days of the effective date of this Agreement, the DDA shall host a session to establish individual roles and responsibilities for accomplishing the goals of this Agreement. Participants in such session shall include, at a minimum, the City Manager and any City staff that he deems necessary, and a quorum of the DDA Board of Directors. Such session shall produce a document that identifies stakeholders, roles and responsibilities for accomplishing the objectives of this Agreement and a second brief document (such as RACI matrix) identifying accountabilities and support for the following DDA processes:

- a. Marketing, Branding and Promotion
- b. Business Development
- c. Real Estate Transactions
- d. Event Management
- e. Human Resource Recruitment, Selection and Support
- f. Financial Payments Review and Approval.

Such documentation shall be approved by majority vote of the DDA and provided in writing to the City.

Section 9. Department of Juvenile Justice Building Joint Taskforce.

- A. The DDA owns certain property known as the Department of Juvenile Justice Building (the “DJJB”). The City and the DDA hereby agree to work cooperatively during the term of this Agreement to identify and facilitate the highest and best use for the DJJB upon the payment in full of certain bonded obligations associated with the DJJB. Specifically, the City and the DDA agree to create a taskforce pursuant to subsection B of this Agreement.
- B. DJJB Joint Taskforce.
 - a. *Membership:* There shall be four taskforce members appointed not later than ten days from the effective date of this Agreement:
 - i. Two members appointed by the Mayor from among the membership of the Board of Mayor and Commissioners; and
 - ii. Two members appointed by the Chairman of the DDA from among the Directors of the DDA.
 - b. *Purview:* The taskforce shall make recommendations regarding the following topics:
 - i. Future ownership structure for the DJJB;
 - ii. Distribution of revenues realized from the DJJB; and
 - iii. Decision-making authority with regard to the use and disposition of the DJJB.
- C. Recommendations: The DJJB Joint Taskforce shall reduce its recommendations to writing and deliver them to the City and the DDA not later than sixty (60) days from the effective date of this Agreement.

Section 10. Term and Termination of Agreement.

This agreement shall become effective January 1, 2017 and shall terminate December 31, 2017, unless terminated sooner for cause by the City pursuant to Section 5 or Section 7 of this Agreement. If the City terminates this Agreement for cause, the DDA shall immediately return to the City all funds paid to the DDA pursuant to this Agreement that have not yet been expended by the DDA.

Section 11. Entire Agreement.

This agreement, including any attachments and exhibits, constitutes all of the understandings and agreements existing between the City and the DDA with respect to the subject matter identified in this agreement. Furthermore, this agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to such subject matter, except as may be reflected in prior written agreements signed by both parties. No

representation, written or oral, not incorporated in a mutually executed written agreement between the parties shall be binding upon the City or the DDA.

Section 12. Amendments.

This agreement shall not be amended or modified except by agreement in writing executed by the Mayor of the City and the Chairman of the DDA upon approval by the Board of Mayor and Commissioners of the City and the Board of Directors of the DDA, respectively.

**DOWNTOWN DEVELOPMENT
AUTHORITY, CITY OF AVONDALE
ESTATES**

By: 

Chairman of the Board of Directors

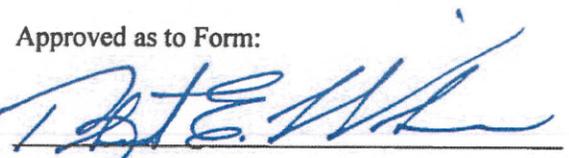
**BOARD OF MAYOR AND COMMISSIONERS,
CITY OF AVONDALE ESTATES**

By: 

Jonathan Elmore, Mayor

Attest: 

City Clerk

Approved as to Form:


Robert E. Wilson, City Attorney



City of Avondale Estates

Community Promotion Program: Funding Request

Section A: Applicant

1. Name of Organization or Individual: _____
Contact Person (if different than above): _____
2. Mailing Address: _____
3. Telephone Day: _____ Evening: _____
4. Email: _____ FAX: _____
5. Tax Exempt Number and Date/Date of Incorporation (State of GA): _____
6. Number of Years in Avondale Estates: _____
7. Have you ever received funds from the City of Avondale Estates? _____
8. If yes, what was the most recent funding amount? _____
9. Were there any residual funds at the completion of the project? How much? _____

Section B: Project

1. Project Title: _____
2. Schedule-Start and End Date: _____
3. Hours of Operation Each Day: _____
4. Amount Requested: _____
5. Funds Disbursement Date: _____

Section C: Certification

Signature: Authorized Official/Individual _____

Date _____

Title: _____

Sections D-F: Sections D-F require an attachment, as indicated in the Application Instructions accompanying this form.

Approved: _____ Yes _____ No Approved by: _____ For Official Use Only Date: _____ Grant Amount: _____

Community Promotion Program (CPP): 2016

Program Goals

- To promote the City of Avondale Estates within the City boundary and beyond.
- To provide support for the existence and excellence of artists and arts organizations in Avondale Estates.
- To provide support for individuals or organizations who promote the City.
- To assist in the artistic development in Avondale Estates so that all citizens and visitors may participate in the diverse cultural life of the City.
- To preserve the City's artistic, cultural and historic heritage.
- To enhance neighborhood vitality and economic development.
- To promote, support and include local Avondale Estates businesses/vendors in any and all events.
- To utilize the arts or other mediums as marketing tools to promote the City.
- To focus on the development and redevelopment of the Central Business District (CBD) and Mill District (MD) while promoting the existing local businesses.

Funding Source and Application Due Date

The program receives its funding from the City of Avondale Estates General Fund in an annual appropriation. Please note that the City is not obligated to award funding dollars. The funds are awarded on a competitive basis.

Available Funds: \$15,000

Application Due Date: January 29, 2016

Submit the completed application and supporting materials to:
Keri Stevens: City Planner and Community Development Officer
21 North Avondale Plaza
Avondale Estates, GA 30002
Phone: 404-294-5400

Funding Philosophy

The City of Avondale Estates believes that assisting the local arts and other community minded promotional groups is an investment in the continued quality growth in the City of Avondale Estates. The City believes that the active arts and business community is an important part of the City's sense of place. For this reason, the City views its financial assistance role as that of a catalyst, helping to augment and strengthen a project.

The 2016 funding cycle will focus on projects and events in the CBD/MD which utilize/promote local businesses/vendors.

Eligible Activities

- A project/event that promotes the City.

- Projects that support arts organizations that promote the City.
- Arts and cultural activities initiated by individual practicing professional artists who live and work in the City.

Eligible Funding Entities

- Tax-exempt, non-profit arts organizations.
- Tax-exempt, non-profit organizations.
- Practicing professional artists.
- Non-profit individuals or groups who can demonstrate that the project or event will promote the City.

Eligible Activities

All funded activities must take place within the City of Avondale Estates, with a focus on those within the CBD/MD, utilize local businesses/ vendors and result in presentations/exhibits/programs or events available to the general public that promote the City.

Eligible Funding Activities

- Community programs that provide arts opportunities to the public.
- Art related festivals/events.
- Other events/festivals or projects which promote the City.
- Other applications may be reviewed on a case-by-case basis but must emphasize the promotion of the City.

Ineligible Funding Activities

- Projects occurring outside the City of Avondale Estates.
- Private events that are closed to the general public; or activities restricted to an organization's membership.
- Deficit or debt reduction, fund-raising, lobbying, building construction or renovation, purchase of equipment and real property.
- Projects of a religious nature that are designed to promote or inhibit religious belief and/or practice and which have no basis underlying secular theme or topic.

ADA (Americans with Disabilities Act) COMPLIANCE

Applicants are required to hold their activities in physically accessible spaces, providing reasonable accommodation for persons with disabilities. All funded organizations must provide written statements, which may include a diagram, describing their plan to provide an accessible space. Examples: Restroom facilities, parking, unimpeded path to event(s).

REPORTING REQUIREMENTS

Every applicant must submit a written final report detailing activities, expenses and revenues associated with the project no later than 45 days after the end of the project period. Each applicant is required to

maintain accounts, accurate financial records and other evidence to justify costs incurred and revenues acquired relating to their project (invoices/receipts are required). If, in the sole discretion of the City of Avondale Estates, an applicant fails to adequately perform the services of any contract, the City has the right and authority to terminate the contract without further obligation. Project extensions will only be granted under extreme circumstances.

Items to be included in the final report:

- Total project cost including detailed records of expenditures and revenues.
- Receipts or other items to substantiate costs.
- Events/Festivals/Presentations: Approximate number of participants and pictures of the event (submitted on a disk).
- Narrative outlining the impact of the project.

Review Criteria

The City of Avondale Estates will review and rate each application based on the established goals and the criteria listed below.

Note: The criteria listed below are used by staff and the Board of Mayor and Commissioners (BOMC) as a guide to evaluate projects. Since no project scope is exactly the same, the BOMC has flexibility to determine which projects best fit the needs of the City. The BOMC is not obligated to award any funds or the amount requested on an application.

Organization/ Individual:

- Organization/individual mission and goals.
- Individuals involved (paid or volunteer) and prior work.
- Success of prior programs.

Project:

- Overall project summary.
- Location: Priority will be given to projects/events in the CBD/MD.
- Innovation and creativity of the project and marketing.
- Ability to highlight community strengths (art community, historic fabric ect.).
- Number of individuals anticipated to participate/individuals targeted to participate from outside the community.
- Percentage of local businesses/ vendors proposed to be used/promoted.
- ADA compliance.

Budget:

- Level of detail in budget proposal and projected revenue.

Application Instructions:

Do not submit forms or support documentation with missing or incomplete information.

- Submit one (1) original.

SECTION A: APPLICANT (Application Form)

1. Name –The name of the individual or organization that will be responsible for the contract. If applying as an organization, give the name of the person to contact for additional information about the application.
2. Mailing Address –The complete mailing address.
3. Telephone Day/Evening – The numbers where applicant/contact person can be reached during business and non-business hours.
4. Email-The email address where applicant/contact person can be reached.
5. Fax– The number where applicant/contact person can receive fax correspondence.
6. Organizations – The date of tax-exempt letter and date of incorporation in the State of Georgia.
7. Indicate the number of years residing/owning a business/working in the City of Avondale Estates.
8. Funding History with Avondale Estates– Indicate yes or no.
9. If yes, how much funding was awarded? Were there any funds left over? Indicate yes or no. If so, how much?

SECTION B: PROJECT (Application Form)

1. Project Title.
2. Schedule – Provide the first date of activity for the proposed project. End Date – Give the last date of activity for the project.
3. Hours of Operation- Provide the start and end time for the event each day it will be operating.
4. Amount Requested – Provide amount requested specifically in support of this project.
5. Funds Disbursement date- Provide the date the funds are requested to be disbursed.

SECTION C: CERTIFICATION (Application Form)

The original application must bear original signatures; not facsimiles.

ORGANIZATIONAL APPLICANTS:

Authorized Official – Provide signature, and title, for the person with authority to enter the organization into legal, binding agreements.

INDIVIDUAL APPLICANTS:

Provide signature, of the individual who will be responsible for the application.

An attachment is required for Sections D-F.

Section D: PROJECT SUMMARY NARRATIVE (Criteria: Organization and Project)

1. Summarize the organization/individual's mission and goals.
2. Discuss the staff/volunteers or individual qualifications and past work. Include the approximate number of staff or volunteers associated with the project.
3. Discuss prior project successes. This can include photographs.
4. Summarize the proposed project including innovative and creative tools/methods of promoting the project and strengths of the City as well as the location. Examples of City strengths: art community, historic, local businesses etc.
5. Discuss the approximate number of participants expected. If the proposed event has occurred in the past, detail the approximate number of participants.

SECTION E: ACCESSIBILITY (Criteria: Organization and Project)

Provide a narrative and diagram, if appropriate.

1. Is the facility where the project(s) takes place physically accessible? If not, indicate plans to make it accessible and methods used to serve physically challenged participants.
2. Describe plans to meet the Americans with Disabilities Act requirements.

SECTION F: PROJECT BUDGET – EXPENSES (Criteria: Budget)
(Provide a spreadsheet or similar chart-See attached example)

Note: Below are some examples of costs that grant funds may be used for all items may not apply to every project. Event insurance is required for each event.

1. Outside Fees and Services (Administrative, Artistic, and Technical) – Show project specific payments to individuals and firms who are not normally considered employees of the applicant

for services. Include administrative, artistic, and technical expenses.

2. Space Rental – Show project specific payments for rental of office, rehearsal, theater, hall, gallery and other such spaces.

3. Travel – Show all costs for travel directly related to the project.

4. Marketing/ Promotion and Printing – Show all costs for marketing/publicity/promotion specifically identified with the project. Do not include payments to individuals or firms which belong under "Personnel" or "Outside Fees and Services." Include the costs of newspaper, radio and television advertising, printing and mailing of brochures, flyers and posters, etc.

5. Remaining Operating Expenses-Equipment – Show equipment rental or purchases specifically related to the project.

6. Remaining Operating Expenses-Supplies – Show supply expenses including scripts, scores, lumber, nails, postage, photographic supplies, publications, sets, props, office supplies, etc.

7. Remaining Operating Expenses-Utilities – Show utility expenses including electricity, telephone, heating, etc.

8. Remaining Operating Expenses-Other – Show any additional operating expenses including insurance, non-structural renovations or improvements, storage, shipping, hauling, etc.

9. Discuss revenue generated in past years or projected revenue.

10. Please note any other funding from other organizations.

AE DDA/ BOMC Long Term IGA

Exhibit B - Budget

No.	Category	Item	Estimated Expense
1		Event #1	\$3,000.00
2		Event #2	\$3,000.00
3		Event #3	\$3,000.00
4	Marketing/ Promotion	Event #4	\$3,000.00
5		Event #5	\$3,000.00
6		Event #6	\$3,000.00
7		Additional as Needed	\$17,000.00
TOTAL MARKETING/ PROMOTION			\$35,000.00
8	Employee/ Consultant	Exec. Director Role	\$60,000.00
9	TOTAL CPP		\$15,000.00
10		Other Event 1	\$20,000.00
11		Other Event 2	\$3,000.00
12	Downtown Events Programming	Other Event 3	\$3,000.00
13		Other Event 4	\$3,000.00
14		Other Event 5	\$3,000.00
15		Other Event 6	\$3,000.00
TOTAL DOWNTOWN EVENTS PROGRAMMING			\$35,000.00
16	Business Association	General Funding/ Sponsorship	\$5,000.00
17	Legal/ Admin	Legal Costs/ Accounting/ Other	\$30,000.00
2017 ANNUAL TOTAL BUDGET			\$180,000.00