

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 provides administrative assistance to the DDA including finance, planning, Mainstreet mangement and communication assistance; 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 will use the Downtown Master Plan (DMP) as its guide for downtown redevelopment. Should it, in the course of its duties, determine that the community would benefit from any changes to the DMP, it will seek community input, as well as input from outside recognized experts, and recommend appropriate changes to DMP to the BOMC.

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 Resources.

The DDA shall contract with qualified “resource individuals” as it deems appropriate to assist with furthering the purposes of this Agreement. Specific examples of this type of resource include, but are not limited to, economic development assistance, event planning and event execution assistance. The DDA shall coordinate all activities of its resource individuals with the appropriate City Staff in a way that is satisfactory to the City Manager. DDA resource individuals shall not be employees or agents of the City. The DDA shall be solely responsible for managing and supervising resource individuals.

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 a minimum of 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.

iii. The DDA shall request all entities receiving sponsorships to put forth their best efforts toward measuring event participation and attendance. The DDA shall receive this data regarding event participation and attendance and promptly communicate such data to the City Manager.

F. Downtown Business Association.

The DDA shall facilitate the Avondale Estates Business Association (“AEBA”) 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 AEBA with City and DDA initiatives and obtain input from the AEBA as to its members’ priorities for the Central Business District. Additionally, the DDA will include AEBA progress and other relevant information in its quarterly reports (Section 6.D)

G. The City and the DDA share common goals regarding the public realm development of the Central Business District. Where it is in the mutual best interest of both parties to collaborate and/or partner on projects that advance these common goals, the parties will use their best efforts to do so.

**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 the amount of Seventy-Eight Thousand Dollars (\$78,000), in four equal installments during the term 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 "A." 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 "A" 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.

**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 quarterly 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. The DDA shall provide and present a publicly available Annual Report to the BOMC which highlights the DDA's successes, progress towards goals, additional challenges and resources required.

**Section 7. Real Estate Joint Task Force.**

- A. As part of its mission to redevelop and revitalize the downtown district, the DDA may, from time to time, act to buy, sell, lease or trade real property as authorized by State law. The City and the DDA hereby agree to create a Real Estate Joint Task Force pursuant to subsection B of this Section.
- B. Real Estate Joint Task force.
  - a. *Membership:* There shall be five task force 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. Those three directors of the DDA that form the DDA's Real Estate Committee.

b. *Purview*: The task force shall meet periodically, as needed. ~~The task force will meet in an informal, non-public setting.~~ The DDA shall use its best efforts to review and discuss potential real estate transactions that it is considering and/or pursuing in this task force forum prior to taking action on such transactions. The task force members will act as 'liaisons' between their respective authorities (BOMC and DDA) and facilitate communication between the authorities. Both parties agree to engage collaboratively in these task force discussions and be driven by their shared goals for the betterment of the downtown district. The task force shall not have voting nor binding decision authority, rather will act in an advisory capacity.

**Section 8. Roles and Responsibilities Document.**

Designated Members of the DDA shall continue to participate in the 'Team Avondale' group consisting of Designated BOMC members and Designated City Staff, with the desire to maintain a dynamic document showing roles and responsibilities of the various DDA related activities.

**Section 9. This section intentionally left blank.**

**Section 10. Term and Termination of Agreement.**

This agreement shall become effective immediately upon its adoption in a public meeting by both the DDA and BOMC, and shall terminate December 31, 2018, 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**

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

By: \_\_\_\_\_  
Chairman of the Board of Directors

By: \_\_\_\_\_  
Jonathan Elmore, Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Robert E. Wilson, City Attorney

Document comparison by Workshare Compare on Wednesday, November 02, 2016 2:28:51 PM

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