

1. Agenda

Documents: [BOMC-6-22-16 -SCM-AGENDA.PDF](#)

2. Agenda Item III

Documents: [DRAFT DDA IGA.PDF](#)



**BOARD OF MAYOR AND COMMISSIONERS
SPECIAL CALLED MEETING**

June 22, 2016

5:30 p.m.

AGENDA

- Item No. 1 Meeting Called to Order
- Item No. 2 Adoption of Agenda
- Item No. 3 Agreement to Provide Interim Funding to DDA
- Item No. 4 Executive Session – Litigation
- Item No. 5 Executive Session – Real Estate
- Item No. 6 Executive Session – Personnel
- Item No. 7 Adjournment

*****DRAFT*****

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

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

WITNESSETH:

WHEREAS, the City and the DDA desire to provide for the public a certain interactive public art display and recreational facility referred to herein as the “Art Lot” and described in detail by Exhibit “A” hereto; and

WHEREAS, the City owns certain property which was formerly the site of the old Avondale Pizza Café and is known as 70 N. Avondale, which the parties hereto agree is a suitable and appropriate location for the “Art Lot”; and

WHEREAS, the DDA has certain skills, qualifications and experience which may be put to use to promote the downtown area of Avondale Estates 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.

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 Georgia Const. 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. “Art Lot” Project.

The DDA will plan, develop, install and maintain the “Art Lot” interactive public art display and recreational facility in substantial conformance with Exhibit “A” hereto. The DDA shall be solely responsible for the means and method of performing such work and may elect to contract with individuals or entities to perform such work in

substantial conformance with the description set forth in Exhibit “A.” The “Art Lot” shall be ADA compliant. The DDA shall own and control the improvements erected in connection with the “Art Lot” during the term of this agreement and shall remove said improvements upon the expiration of this agreement or when the parties mutually agree, whichever shall occur first. The DDA shall indemnify and hold harmless the City for any claim whatsoever arising from the construction, use or maintenance of the “Art Lot.”

B. Promotion of the Downtown Area.

The DDA shall commit substantial efforts to promoting the downtown area of the City as a desirable place to do business and to visit. Such promotion may include, without limitation, promoting the downtown area 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, and advertising the many advantages and benefits of the downtown area of the City in media.

Section 3. Use of City Property.

The City agrees to allow the DDA to use its real property known as 70 N. Avondale for the site of the “Art Lot” interactive art installation and recreational facility during the term of this agreement, or until the parties mutually agree to discontinue the “Art Lot,” whichever shall occur first. The DDA agrees that it will not charge any person or persons to enter or go upon such property for recreational use and enjoyment of the “Art Lot.” Instead, the “Art Lot” will be free and open to all persons during operating hours to be established by the DDA. The DDA agrees to indemnify and hold harmless the City against any claim alleging personal injury or premises liability originating from the property known as 70 N. Avondale during the term of this agreement and/or the “Art Lot” installation.

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 make the following payments to the DDA:

- A. Payment of \$22,500.00 within thirty (30) days of the effective date of this agreement;
- B. Payment of \$10,000.00 within sixty (60) days of the effective date of this agreement;
and
- C. Payment of \$10,000.00 within ninety (90) days of the effective date of this agreement.

Section 5. Negotiation of Long-Term Agreement.

The City and the DDA hereby mutually agree to negotiate in good faith during the term of this agreement toward agreeing to a mutually convenient long-term intergovernmental agreement with one another for joint services, for the provision of services, and/or for the joint or separate use of facilities or equipment which the City and the DDA are authorized by law to undertake or provide.

Section 6. Accounting.

The DDA agrees to keep books and financial records relating to the expenditure of all funds received from the City pursuant to this agreement. Such books and financial records shall be maintained in a manner that utilizes generally accepted accounting principles and methods and shall be subject to audit and examination by the City at the City's discretion.

Section 7. Term of Agreement.

This agreement shall become effective on the date upon which the second of the two parties hereto approve this agreement in a public meeting (the "effective date"). This agreement shall terminate ninety (90) days from the effective date unless extended by mutual agreement of the parties. Such an extension may take the form of a new agreement between the parties which adopts certain provisions of this agreement and thereby extends such provisions in full force and effect.

Section 8. 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. No representation, written or oral, not incorporated in this agreement shall be binding upon the City or the DDA.

Section 9. 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