

STATE OF GEORGIA

COUNTY OF FULTON

**AGREEMENT**

This Agreement made and entered into under seal this 18 day of June, 2018, between the **City of East Point, Georgia** (hereinafter "the City") and **East Point Main Street Association, Incorporated, dba: EPMSA**, (hereinafter "EPMSA").

**WITNESSETH:**

**WHEREAS**, East Point (herein after the "City") desires to see the downtown business district become a thriving successful business and residential district; and

**WHEREAS**, the City desires to support activities designed to foster community pride and revitalize the downtown business and residential area of East Point which, in turn, will attract tourists, potential residents and new businesses to the downtown area; and

**WHEREAS**, the City feels that the 4<sup>th</sup> of July Celebration (Salute to the Red, White & Blue), Fall Festival (Destination East Point), Spring Festival (Taste of East Point), East Point Farmer's Market and Holiday Market and are activities that are important to the community and that work toward achieving that goal; and

**WHEREAS**, the City recognizes that a non-profit 501(c)4 organization that can raise funds from outside sources and is made up of residents and business owners in East Point is an appropriate organization to provide these activities; and

**WHEREAS**, the City supports the East Point Main Street Association's (herein after "EPMSA") mission statement to preserve and enhance the downtown area as the heart of East Point, communicating a sense of place, community pride and heritage, while providing for a successful business and residential environment;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

**SCOPE OF WORK**: EPMSA will use funds given to them by the City toward the planning and implementation of the five events/programs and name the City as a sponsor of those events/programs. The estimated value/budget collectively for these five events/programs is well over \$120,000. The cash payment and the value of the in-kind services provided by the City will be applied toward those expenses and EPMSA will actively look for partnerships, sponsorships and other methods of raising funds and in-kind donations to cover the remainder of the expenses needed to produce the five events/programs.

**COMPENSATION FOR SCOPE OF WORK:** The description under "Scope of Work" herein shall be carried out by EPMSA for a total sum (cash + value of in-kind services) of \$54,742.56. The term of this agreement is one year to begin **July 1, 2018 through June 30, 2019.**

The City will make a lump sum cash donation of \$40,000 and provide in-kind services valued at approximately \$14,742.56, as described below, to cover services provided.

Event set-up, breakdown & clean-up and trash/debris removal services before, during and after the event for the events shall be provided by the City's Parks & Recreation Department, Sanitation Department and the Building and Grounds Department at no additional charge to EPMSA. The value of this in-kind service has been estimated as follows: 4<sup>th</sup> of July Celebration (\$6,010.46), Destination East Point (\$3028.59) and Taste of East Point (\$3,170.53). (Total for the three events above: \$12,209.58).

Police, Fire and EMS services for the events shall be provided by the City at no additional charge to EPMSA (this includes, but is not limited to, road closure deemed necessary by the City, police event patrol, use of orange cones to block off the roads, barricades, etc.) However, additional police officers required to work the event to accommodate the sale of alcohol at the events shall be paid by EPMSA separately.

All power usage and any power pole/power panel turn on/off service and other power related services needed by EPMSA to implement these events shall be provided by the Public Utilities Department at no additional charge to EPMSA. This in-kind service is valued at \$52.82 per power panel turn on/off and \$52.82 per temporary power pole provision and installation. Total estimated charges for an average of three installations or turn-on/off for the events is \$845.12.

Over the street event banner installation and removal shall be performed by the Public Utilities Department at a rate of \$356.72 per 3 banners (includes installation & removal). Total estimated for the events is \$713.44.

For the 4<sup>th</sup> of July event and, potentially, the Destination East Point event, the Public Utilities Department shall turn off the lights prior to the fireworks and then turn them back on after the fireworks are finished. The fee for this is valued at \$112.21 per occurrence. Total estimated for this service is \$224.42.

For the 4<sup>th</sup> of July event, and potentially the Destination East Point event and/or Taste of East Point event, the Public Works Department shall provide water hydrant adapters (for a total of 4 spigots), and the water usage at the hydrants, to EPMSA and their selected Carnival company as needed to operate while they are there at no additional cost. The hydrant adapters shall be installed and removed by the Fire Department at no additional cost to EPMSA. The Sanitation Department shall provide a dumpster in the Carnival area and pick-up the trash daily during the duration of the Carnival at no cost to EPMSA. The value of the in-kind provision of the water hydrant adapters, water usage and the dumpster for each event is estimated at \$375, for an estimated total of \$750.

**REPORTING:** A report related to the use of the funds outlined in this agreement shall be provided and presented to the City Council. This report shall be received during the City Council work session held on the second Monday of each month and presented during the following Council meeting. Annual activity calendars should be presented during this presentation, along with the status of the scope of work.

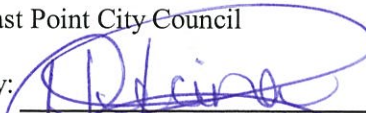
**IN WITNESS WHEREOF** this date said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

IN WITNESS WHEREOF, these presents have been approved by the governing bodies of the parties and duly executed by the proper officials of each.

East Point City Council

By:

  
Deana Holiday Ingraham  
Mayor

East Point Main Street Association, Inc.  
DBA: EPMSA

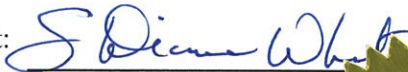
By:



East Point City Council

Tal Stanfield, President

Attest:



EPMSA

City Clerk

City of East Point



Approved As To Form:



Attest: Brad Bowman, City Attorney

City of East Point

(SEAL)