



DEVELOPMENT AUTHORITY MEETING AUGUST 15, 2023

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
5:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

4. CONSENT AGENDA

A. Approval of Minutes from the meeting of June 20, 2023

5. NEW BUSINESS

A. Memorandum of Understanding: Alpharetta Chamber of Commerce, Downtown District Initiative (DTA)

6. PARTNER UPDATE

A. Karen Cashion, CEO and President of Tech Alpharetta

B. Lance Morsell, City of Alpharetta Economic Development Manager

7. DISCUSSION

8. ADJOURNMENT



DEVELOPMENT AUTHORITY MEETING

JUNE 20, 2023

MEETING ACTION SUMMARY

ALPHARETTA CITY HALL
CITY COUNCIL CHAMBERS
2 PARK PLAZA
5:00 PM

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This document includes limited presentation by Development Authority and invited speakers in summary form. The public is advised that the tapes recorded at said meeting are a matter of public record and are available upon request.

I. CALL TO ORDER

❖ Chairman Jack Nugent called the meeting to order at 5:01p.m.

II. ROLL CALL

Board Members Present: (5-2)

Jack Nugent (Chair)
Jill Bernard (Vice Chair)
Shawn Allen (Secretary-Treasurer)
David Chatham
D.C. Aiken

Board Members Absent:

Morgan Smith
John Goss

Staff present:

Kathi Cook, Director of Community and Economic Development
James Drinkard, Assistant City Administrator
Lance Morsell, Economic Development Manager
Charlotte Christian, Economic Development Coordinator
Greg Mayfield, Development Authority Legal Counsel

III. STATEMENT OF PURPOSE

The Development Authority of Alpharetta is granted powers and jurisdiction through the State of Georgia General Assembly and a resolution adopted by the Alpharetta City Council on September 3, 1996. The function of this Authority is to promote the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the City of Alpharetta.

❖ Chairman Jack Nugent read the statement of purpose.

IV. CONSENT AGENDA

a. Approval of Minutes from the meeting of May 16, 2023

❖ Vice Chair Jill Bernard offered a motion to approve the Development Authority Meeting Minutes from May 16, 2023.



DEVELOPMENT AUTHORITY MEETING
JUNE 20, 2023
MEETING ACTION SUMMARY

ALPHARETTA CITY HALL
CITY COUNCIL CHAMBERS
2 PARK PLAZA
5:00 PM

- David Chatham seconded the motion.
 - The motion was approved (5-0).

V. NEW BUSINESS

a. Intergovernmental Agreement: City of Alpharetta and Development Authority for Tech Alpharetta Funding

- ❖ Secretary- Treasurer Shawn Allen offered a motion to approve the Intergovernmental Agreement between the City of Alpharetta and Development Authority for the funding of Tech Alpharetta.
 - Vice Chair Jill Bernard seconded the motion.
 - The motion was approved (5-0).

b. Memorandum of Understanding: Tech Alpharetta

- ❖ Secretary-Treasurer Shawn Allen offered a motion to approve the Memorandum of Understanding pertaining to the funding of Tech Alpharetta.
 - David Chatham seconded the motion.
 - The motion was approved (5-0).

c. Initial Revenue Bond Inducement Resolution: Project Green

- ❖ Vice Chair Jill Bernard offered a motion to approve the Resolution for the Initial Revenue Bond Inducement for Project Green.
 - D.C. Aiken seconded the motion.
 - The motion was approved (5-0).

VI. PARTNER UPDATES

a. Lance Morsell, Economic Development Manager

- ❖ No action was taken on this item. This presentation was for information purposes only.

VII. DISCUSSION

- ❖ No action was taken on this item.

VIII. ADJOURNMENT

- ❖ With there being no further business to hear or discuss, Chairman Nugent adjourned the meeting at 5:41 p.m.

Respectfully submitted,
Charlotte Christian, Economic Development Coordinator



DEVELOPMENT AUTHORITY STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: August 15, 2023

AGENDA ITEM:

Memorandum of Understanding: Alpharetta Chamber of Commerce, Downtown District Initiative (DTA)

STAFF RECOMMENDATION:

Approve, as presented, a Memorandum of Understanding between the Development Authority of Alpharetta and the Alpharetta Chamber of Commerce providing for funding in an amount not to exceed \$40,000 for one year of professional management services for the Alpharetta Chamber of Commerce to define terms and conditions, and to establish an effective date; and authorize the Chair to execute all necessary documents.

ITEM DESCRIPTION:

Please reference the attached Memorandum of Understanding.

ATTACHMENTS:

1. 2023-08-15 2023 Chamber DTA MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**” or “**Agreement**”) is effective as of _____, 2023, by and between the Alpharetta Chamber of Commerce, Inc., a Georgia nonprofit corporation (the “**Alpharetta Chamber**”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “**Authority**”), collectively referred to as (“the **Parties**”).

WITNESSETH:

WHEREAS, pursuant to Georgia law, including O.C.G.A. § 36-62-1 *et seq.*, the Authority has legal authority to provide funding to facilitate projects or programs within the authorized purposes of the Authority as defined by State law and the Authority’s governing documents; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City of Alpharetta, Georgia (the “**City**”); and

WHEREAS, the Alpharetta Chamber is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes growth and development of companies and businesses within the City; and

WHEREAS, the Authority deems it beneficial and appropriate to enter into this MOU with the Alpharetta Chamber for the purposes set forth herein.

NOW, THEREFORE, in consideration of the premises and undertakings as herein set forth, it is agreed by and between the Alpharetta Chamber and the Authority as follows:

1. **Funding.** The Authority shall make funding available to the Alpharetta Chamber in an amount not to exceed FORTY THOUSAND DOLLARS (\$40,000.00) for a one-year period calculated from the date this MOU is fully executed by both parties to the MOU (the “effective date”); such funding will be payable by the Authority to the Alpharetta Chamber in two (2) consecutive installments of FIFTEEN THOUSAND DOLLARS (\$15,000.00) each and one (1) final installment of TEN THOUSAND DOLLARS (\$10,000.00) (the “**Authority Funds**”). The Authority Funds shall be utilized by the Alpharetta Chamber to provide the services, activities, and deliverables as set forth herein. The first installment of Authority Funds shall be payable upon the execution of this MOU. The second installment shall be payable three (3) months after the effective date of this MOU. The third and final installment shall be payable six (6) months after the effective date of this MOU. However, both the second and final installment shall be payable only upon submission and approval of an activities update report from the Alpharetta Chamber to the Authority as provided for in Paragraph 8 of this MOU.

2. **Core Purposes.** The Alpharetta Chamber will use the Authority Funds to support its mission to drive economic development activity through the creation, management, promotion, and execution of events and experiences that attract visitors and residents while strengthening the retention and recruitment of business in the City’s downtown area. For purposes of this MOU,

“Downtown,” “Downtown Area,” or “Downtown District” is meant to mean the geographic area established by the City of Alpharetta’s Downtown Master Plan and subject to the City of Alpharetta Unified Development Code’s Downtown Overlay requirements. A map of this overlay is attached hereto as Exhibit “A.” The Alpharetta Chamber is positioned to be the organization that leads Downtown businesses forward. A thriving Downtown requires unity in purpose and mission, implementation of a competitive marketing strategy, and a consistent event and program calendar, all of which the Alpharetta Chamber will work to promote.

3. Expanded Activities and Strategies. In exchange for the funding provided by the Authority pursuant to this MOU and for other good and valuable consideration, the Alpharetta Chamber will develop and execute the following activities and strategies:

- a) Provide access to resources (e.g., coaching, market research, financial services, business planning, legal, and staffing) to all retailers and other small businesses in the Downtown Overlay area through activities such as expert guest speakers at monthly meetings and informational newsletters on resources and events.
- b) Continue to manage and maintain an online annual event calendar that focuses on retail and restaurant collaboration.
- c) Incentivize merchants and investors to collaborate on events and promotional campaigns; promote said events or campaigns using Downtown Alpharetta (“DTA”) branding on applicable platforms.
- d) Continue to facilitate bi-annual “Ladies Night Out” events in addition to promoting smaller weekday events focused on restaurants and retail.
- e) Collaborate with City staff to engage in and promote holiday events in the Downtown District. Incentive collaborative retail events, promotions, and décor (such as a “Sips of the Season” promotion or a “Light Up Canton Street” window display decorating competition).
- f) Create annual awards for merchants in the overlay area.
- g) Pursue ongoing development of “Quality of Place” and “Quality of Life” recreation, arts, and culture through DTA branding and promotion of attractions unique to the Downtown District.

4. Implementation. In performing the services and activities under this MOU, the Alpharetta Chamber will:

- a) Establish and convene a DTA Advisory Board as set forth in Paragraph 5 of this MOU;
- b) Dedicate and assign Alpharetta Chamber staff to:

- i. Promote, manage, administer, and coordinate the activities required herein;
 - ii. Research, assess, and evaluate methods and strategies for promoting economic development, including identifying “best practices” in other communities; and
 - iii. Identify and secure local, regional, and national events, organizations, and entertainers, etc.;
- c) Collect data for ongoing “cost/benefit” assessments; and
 - d) Coordinate economic development activities with all relevant City departments.

5. Governance. The Alpharetta Chamber will establish and convene the DTA Advisory Board (separate and distinct from the Alpharetta Chamber Board of Directors) which shall meet on a monthly basis (with the exception of December) a governance and oversight board for the purposes of ensuring that the purposes and goals of this MOU are fulfilled. The DTA Advisory Board shall be comprised of relevant public and private stakeholders who shall agree to fulfill the following duties as a DTA Advisory Board member:

- a) Offer information and comments on any challenges faced by businesses in the Downtown District;
- b) Plan future Downtown-focused events, promotions, and marketing campaigns;
- c) Offer subject matter expertise and skills; and
- d) Monitor and communicate progress and achievement of stated objectives.

Members of the DTA Advisory Board will be expected to:

- a) Regularly attend monthly DTA Advisory Board meetings,
- b) Promote DTA events, informational meetings, and promotional campaigns to neighboring businesses in their area of the Downtown District;
- c) Report updates on issues, questions, or concerns faced by neighboring businesses in the Downtown District; and
- d) Sign and agree to the terms set forth on the Member Commitment Form attached hereto as Exhibit “D”.

6. Funding/Sustainability. The Alpharetta Chamber will use the Authority Funds to develop and execute programs and strategies, as described herein. The Alpharetta Chamber will also research, assess, and begin to pursue alternative funding sources for the future to sustain this effort – either as a specific program initiative of the Alpharetta Chamber or through the creation of a new, stand-alone organization. The eventual scope of work and mission that stakeholders desire will help inform the appropriate structure. Potential public and private funding approaches that will be evaluated include:

- a) Identification and formalizing of critical funding partnerships;
- b) Membership and sponsorship funding from businesses within the Downtown Overlay District;
- c) Annual contracts with the City;
- d) Grant funding; and
- e) Multi-year pledges from public and private stakeholders to fund a specific set of multi-year strategies.

The Alpharetta Chamber's previously stated goal to be self-sufficient within three years of the initial MOU between the Authority and the Alpharetta Chamber (prior MOU executed in 2021) will rely heavily on the success of membership recruitment and secured annual member dues paid by businesses in the Alpharetta Downtown District. Additional funding sources may be realized and contribute heavily to the overall success of the initiative.

7. Additional Deliverables. The Alpharetta Chamber will perform the following additional services for the benefit of the Authority and to promote economic development within the City:

- a) Continue to engage the DTA Advisory Board in a strategic manner;
- b) Further build the brand and digital marketing infrastructure beyond the existing Downtown Alpharetta District website (currently <https://www.downtownalpharetta.com/>);
- c) Execute events and plan signature events that are specific to the Downtown Alpharetta District (such as "Ladies Night Out");
- d) Increase engagement of residents who live within or nearby the Downtown Overlay area; and
- e) Provide Downtown businesses and stakeholders access to business services and education using the Alpharetta Chamber's extensive resource network.

8. Activities Update Report. The Alpharetta Chamber will submit quarterly reports to Authority staff for the duration of the MOU that will include:

- a) Cost/benefit analysis of all marketing campaigns and DTA events facilitated or promoted. This cost/benefit analysis will include:
 - i) Description of the event (time, location, host) or marketing campaign (subject, graphics, number of times posted per social media platform and engagement, etc);

- ii) Monetary cost to the chamber;
 - iii) Estimation of chamber staff time devoted to event/campaign; and
 - iv) Evaluation of the following questions:
 - i. Would the chamber do this again?
 - ii. Was it worth the cost of the time or money spent?
 - iii. What went well?
 - iv. What could be improved or done differently?
- b) Attendance lists and meeting summaries for each monthly Downtown Business Leaders (DTA Leaders) meeting and DTA Advisory Board meetings.
 - c) Number of new Alpharetta Chamber members gained in the Downtown district.
 - d) List, description, and any action taken by the Alpharetta Chamber to investigate and/or apply for grants or alternative funding sources to continue DTA activities.

9. Term/Termination for Cause. The term of this MOU shall be one (1) year, beginning on the date this MOU is fully executed, unless terminated for cause as set forth below. Upon termination, any unspent or uncommitted funds shall be returned to the Authority.

The Alpharetta Chamber does hereby covenant and agree that, at all times while this Agreement is in effect, it shall act in good faith and shall use its best efforts to meet the specific goals and deliverables outlined in this Agreement. As long as the Alpharetta Chamber acts in good faith and uses its best efforts, the Parties agree that the Alpharetta Chamber's substantial compliance with Paragraphs 3 through 8, above, shall be sufficient for purposes of fulfilling the Alpharetta Chamber's duties and obligations under this Agreement.

However, in the event of one Party's alleged breach or default under this Agreement, the aggrieved Party shall give notice to the breaching Party, and, within 20 days of such notice, representatives of both sides shall meet in good faith to resolve the issue. If such alleged lack of compliance is due to substantiated budgetary restrictions by either Party, such default shall be waived for a period of sixty (60) days. However, if such alleged lack of compliance is (1) for any other reason and (2) is not resolved during the good faith meeting, then the aggrieved party shall give the other Party seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If the other Party fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of the aggrieved Party, the aggrieved Party may terminate the Agreement in writing.

10. Discontinuation of Promotional Activities/Ownership of Promotional Materials and Work Product. All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared to carry out the purposes of this MOU shall be the property of the Authority, and the Authority shall be entitled to full access and copies of all such Materials. Specifically, but without limitation, the Materials shall include the DTA logo, the DowntownAlpharetta.com domain name and all content included on the

DowntownAlpharetta.com website, and all social media accounts and related content controlled by the Alpharetta Chamber which are specific to the Downtown District.

Should at any point after termination of this MOU, the Alpharetta Chamber discontinue maintenance and/ or promotion of the DTA website, event calendar, or social media pages; or should the Alpharetta Chamber choose to no longer facilitate monthly DTA Advisory Board meetings, then the Alpharetta Chamber will surrender all collateral gained through this MOU to Authority staff. This includes, but is not limited to:

- a) The DTA logo and all artwork generated to promote Downtown Alpharetta;
- b) The DowntownAlpharetta.com domain and all graphics and website files associated with the website;
- c) Control of all Alpharetta Chamber controlled social media accounts specific to the Downtown district.

Except as otherwise set forth herein or as may be subsequently agreed to between the Alpharetta Chamber and Authority in writing, any Materials remaining in the hands of the Alpharetta Chamber or its subcontractor upon completion or termination of the MOU shall be delivered immediately to the Authority, unless otherwise agreed between the Authority and Alpharetta Chamber. Any and all copyrightable subject matter in all Materials is hereby assigned to the Authority, and the Alpharetta Chamber agrees to execute any additional documents that may be necessary to evidence such assignment.”

11. Confidentiality. The Parties hereto each acknowledge that they may receive confidential information from the other party and agree that, except as otherwise required by law, they will protect the confidentiality of any such confidential information and will require any subcontractors, consultants, and/or staff to likewise protect such confidential information. The Parties acknowledge that the Authority’s disclosure of documentation is or may be governed by Georgia’s Open Records Act and agree to comply with that Act during the term of this MOU.

12. Indemnification. The Alpharetta Chamber shall defend, indemnify and hold harmless the City of Alpharetta, its officers, boards, commissions, authorities, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as “City Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be the result of alleged willful, negligent or tortious conduct arising out of the services performed pursuant to this MOU or operations by the Alpharetta Chamber, any Alpharetta Chamber subcontractor, anyone directly or indirectly employed by the Alpharetta Chamber, or anyone for whose acts the Alpharetta Chamber may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or City Parties by any employee of the Alpharetta Chamber, anyone directly or indirectly employed

by the Alpharetta Chamber, or anyone for whose acts the Alpharetta Chamber may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Alpharetta Chamber under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and City Parties shall survive expiration or termination of this MOU, provided that the claims are based upon or arise out of actions that occurred during the performance of this MOU.

13. Insurance. The Alpharetta Chamber shall maintain a commercially reasonable policy of liability insurance.

14. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. It is the policy of the City of Alpharetta that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services unless the Alpharetta Chamber shall provide evidence on a City-provided form, attached hereto as Exhibit "B" (affidavit regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Alpharetta Chamber's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work under this Agreement to ensure that no unauthorized aliens will be employed.

The Alpharetta Chamber hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to the City. Further, the Alpharetta Chamber hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Alpharetta Chamber employs or contracts with any subcontractor(s) in connection with the covered contract, the Alpharetta Chamber agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C", which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Alpharetta Chamber agrees to provide a completed copy to the Authority within five (5) business days of receipt from any subcontractor.

The Alpharetta Chamber and Alpharetta Chamber's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Alpharetta Chamber agrees that the employee-number category designated below is applicable to the Chamber: Fewer than 100 employees.

The Alpharetta Chamber hereby agrees that, in the event the Alpharetta Chamber employs or contracts with any subcontractor(s) in connection with this Agreement, the Alpharetta Chamber will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-

number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

13. Assignment. The Alpharetta Chamber covenants and agrees not to assign or transfer any interest in, nor delegate, any duties of this Agreement, without the prior express written consent of the Authority.

14. Entire Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

15. Conflicts of Interest. The Alpharetta Chamber agrees that it shall not engage in any activity of conduct that would result in a violation of the City of Alpharetta Code of Ethics and Conduct.

16. Authority to Contract. The individual executing this Agreement on behalf of the Alpharetta Chamber covenants and declares that he/she has obtained all necessary approvals of its board of directors or similar authorities to simultaneously execute and bind the Alpharetta Chamber to the terms of this Agreement.

17. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Alpharetta Chamber agrees that, during performance of this Agreement, the Alpharetta Chamber, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the Alpharetta Chamber agrees to comply with all applicable implementing regulations and shall include the provisions of this Section (IV)11 in every subcontract for services contemplated under this Agreement.

18. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE AUTHORITY shall be sent to:

Economic Development Manager
Community Development, City of Alpharetta
2 Park Plaza

Alpharetta, Georgia 30009

NOTICE TO THE CHAMBER shall be sent to:

Deborah Lanham
Alpharetta Chamber of Commerce
5755 North Point Parkway, Suite 4
Alpharetta, GA 30022

19. Waiver of Agreement. No failure by the Authority or City Parties to enforce any right or power granted under this Agreement, or to insist upon strict compliance by the Alpharetta Chamber with this Agreement, and no custom or practice of the Authority or City Parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the Authority of City Parties' right to demand exact and strict compliance by the Alpharetta Chamber with the terms and conditions of this Agreement.

20. No Third-Party Beneficiaries. Nothing contained in this MOU is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, or otherwise be deemed to create rights in any third party, including any agent, contractor, subcontractor, consultant, or subconsultant of the Alpharetta Chamber. Absolutely no third party beneficiaries are intended by this MOU. Any third party receiving a benefit from this MOU is an incidental and unintended beneficiary only.

21. Counterparts. This MOU may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

22. Applicable Law. The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

23. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the Authority or City's sovereign immunity or any individual's qualified good faith or official immunities.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this MOU to be executed, sealed, and delivered, all as of the day and year first written above.

ALPHARETTA CHAMBER OF COMMERCE, INC.

By: _____
Deborah Lanham, President and CEO

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____(SEAL)
Jack Nugent, Chairman

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Melissa A. Tracy, Authority Attorney

Exhibit A: Map of the Downtown Overlay

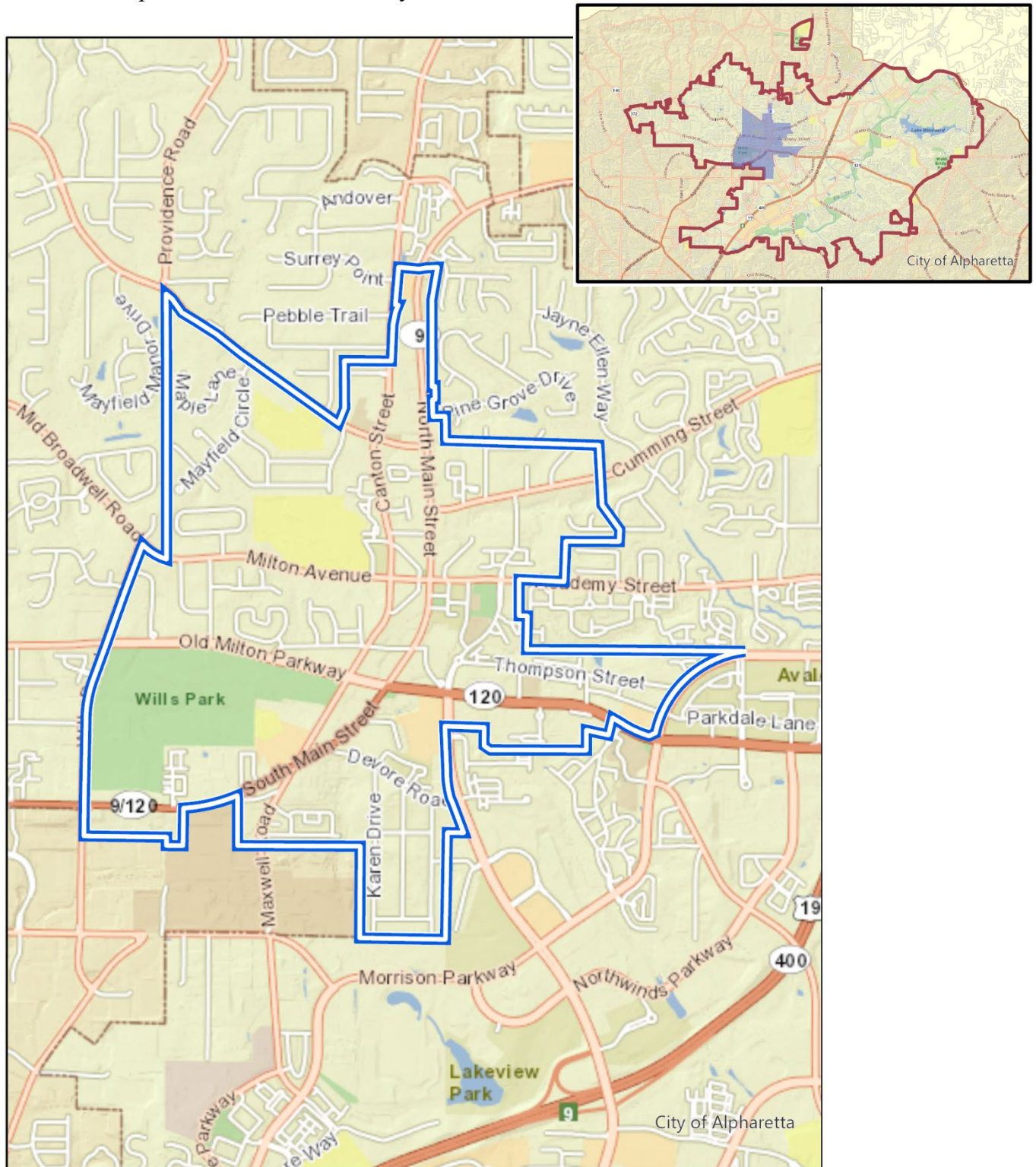


Exhibit B: E-Verify Affidavit



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn Before Me On This The _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

Exhibit C: Subcontractor Form



Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract and/or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? ____ Yes ____ No

Select one of the following:

____ No subcontractors providing a service have been utilized on this project.

____ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		

Add additional pages as needed to list all subcontractors.

Exhibit D: Commitment Form presented to Downtown Advisory Board Members



The Downtown Alpharetta District is an economic development initiative formed between the Alpharetta Chamber of Commerce and Alpharetta Development Authority for the purpose of creating a cohesive marketing and event strategy that promotes business, drives traffic, attracts new visitors, and strengthens the vibrancy of the District.

Building and maintaining a vibrant downtown in Alpharetta requires everyone working together for its success. In 2020, the Alpharetta Development Authority entered into an agreement with the Alpharetta Chamber of Commerce to create the Downtown Alpharetta District Economic Development Initiative (often referred to as the "DTA") with the purpose of facilitating 1) unity in purpose and mission 2) implementation of a competitive marketing strategy and 3) consistent event and program calendar. The 3-year agreement provides funding to the Chamber and is set to expire on June 30, 2024 unless a new agreement is proposed and accepted.

As part of this agreement, the Alpharetta Chamber, in partnership with the City's Economic development Staff, facilitates the following activities:

- **General monthly meeting for all Downtown Business Leaders** where Downtown merchants can receive and share updates, learn about upcoming events, and share concerns or challenges they face in the Downtown District. These are held on the first Wednesday of every month at Alpharetta City Hall.
- **Monthly Downtown (DTA) Advisory Board meetings** where leaders and stakeholders in the Downtown District plan and assess events, marketing, and projects in the DTA. This is held on the second Wednesday of every month.
- **Promotion of Downtown Businesses** through social media and use of the DowntownAlpharetta.com website and event calendar.
- **Coordinating Collaborative Marketing Campaigns** by aggregating and advertising businesses' specials with shared themes and encouraging joint marketing ventures such as holiday window décor competitions.
- **Creating and Facilitating events** to complement the ongoing event offerings in the DTA and encourage activation of the Downtown. Presently this is done through a semi-annual "Ladies Night Out" event and the holiday "Gift Wrap Shack." Additional events developed by the Downtown Advisory Board will further strengthen the economic engine of the DTA.
- **Serving as a liaison for Downtown Businesses** by soliciting questions and feedback then connecting businesses to appropriate officials and resources.

The Downtown Advisory Board plays a crucial role in the success and longevity of the DTA initiative. Advisory board members are asked to regularly attend monthly advisory meetings and consistently engage with the other aspects of the DTA Initiative including the marketing, events, and the general business leaders' meetings. Downtown Advisory Board members are to serve as liaisons to their neighboring businesses, report business concerns and brainstorm solutions, and inform their neighboring businesses about DTA offerings and events. In return, Advisory Board members will be consulted by City of Alpharetta leaders for future district planning and member businesses will be featured on the DowntownAlpharetta.com website.

Downtown Advisory Board Member Commitment Form

As a member of the Downtown Alpharetta Advisory Board, I understand that I have a duty of care to work in the best interests of the Downtown Alpharetta District (DTA) Initiative. In furtherance of these commitments and responsibilities I will put forth my best individual effort to:

1. Attend, fully prepare for, and diligently participate in monthly Downtown Advisory Board meetings, general Downtown Business Leaders meetings, and special events.¹
 - o Attend a minimum of 8 Downtown Advisory Board meetings annually, and
 - o Attend a minimum of 4 Downtown Business Leaders meeting annually.
 - o Attend and/or participate in special events as able.
2. Actively participate in helping to develop resources for the DTA Initiative.
3. Stay informed about what is going on in the Downtown District, asking questions and requesting information as needed. I will participate in and take responsibility for making decisions on issues, policies, and other board matters.
4. Actively voice my opinions and concerns, and open-mindedly consider everyone else's opinions and concerns, in all advisory and decision-making discussions.
5. Exercise my authority as a board member only when acting in a meeting with the full board or when appointed by the board.
6. Always represent the DTA in a positive and supportive manner.
7. Work collaboratively with staff and other board members as partners toward achievement of our goals.
8. Strictly maintain the confidentiality of all privileged or sensitive information provided to me to safeguard the organization's reputation and integrity, as well as the privacy rights of individuals and donors connected with the organization and the Advisory Board. I accept this principle as one that should survive my period of board service.

If I do not fulfill these commitments to the organization, I will expect Alpharetta Chamber Staff to discuss my responsibilities with me and understand that failure to fulfill these responsibilities may result in removal from the board.

In turn, I expect the organization to be responsible to me in the following ways:

1. Providing me with regular financial reports and analyses and updates on significant organizational and personnel activities.
2. Providing me with opportunities to discuss important issues with the Alpharetta Chamber and City of Alpharetta staff as appropriate.
3. The staff and board members will respond in a straightforward fashion to questions that I feel are necessary to carry out my responsibilities to this organization. Board members and staff will work with me in good faith toward achievement of our goals.

If the DTA Advisory Board does not fulfill its commitments to me, I can call on the Alpharetta Chamber staff to discuss the DTA's responsibilities.

I certify by my signature that I understand the foregoing expectations that accompany my advisory board service and will do my best to live up to them as a member of the DTA Advisory Board.

Name

Signature

Date

¹ Should I be unable to attend an Advisory Board meeting or Downtown Business Leaders meeting, I understand that I may nominate one alternate individual from your business to take my place. I understand that alternate attendees are expected to be informed on DTA issues, actively participate when in attendance, and must adhere to the same code of conduct as the advisory board member.