



**SPECIAL CALLED DEVELOPMENT
AUTHORITY MEETING
JUNE 25, 2024**

ALPHARETTA CITY HALL
THIRD FLOOR EXECUTIVE CONFERENCE ROOM #318
2 PARK PLAZA
5:30 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. PRESENTATION

A. Tech Alpharetta Progress Update

5. NEW BUSINESS

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

B. Memorandum of Understanding for providing City Funding to Tech Alpharetta

6. DISCUSSION

7. ADJOURNMENT



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: June 25, 2024

AGENDA ITEM:

Tech Alpharetta Progress Update

STAFF RECOMMENDATION:

No action is requested on this item.

ITEM DESCRIPTION:

Tech Alpharetta CEO Karen Cashion will present a update on Tech Alpharetta's progress.

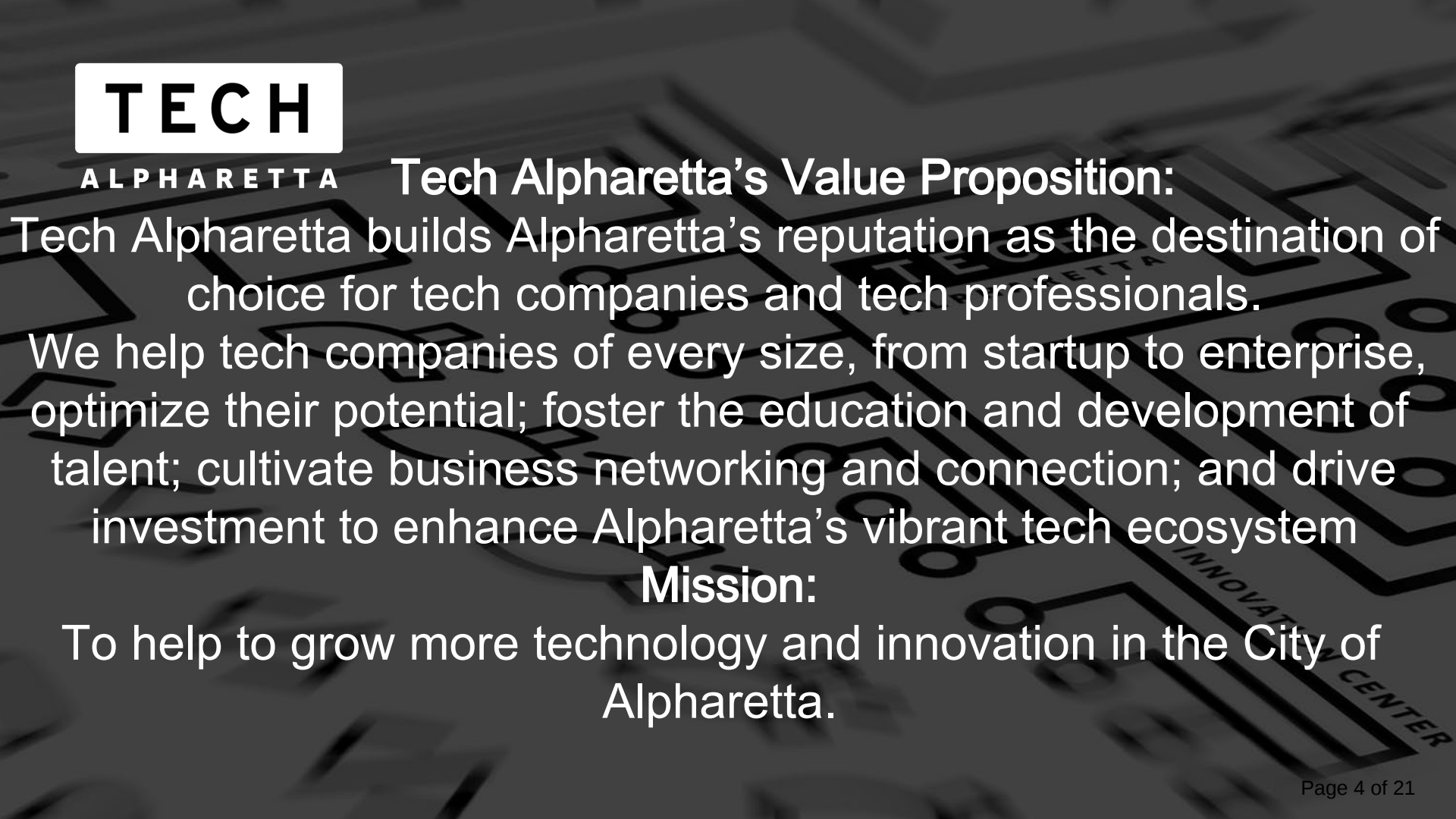
ATTACHMENTS:

1. Tech Alpharetta Metrics Update for presentation June 2024



Tech Alpharetta Metrics Update

Presented by Karen Cashion, President & CEO of Tech Alpharetta,
and Mackenzie Thompkins, SVP of Bank of America and Treasurer
of Tech Alpharetta



TECH

ALPHARETTA

Tech Alpharetta's Value Proposition:

Tech Alpharetta builds Alpharetta's reputation as the destination of choice for tech companies and tech professionals.

We help tech companies of every size, from startup to enterprise, optimize their potential; foster the education and development of talent; cultivate business networking and connection; and drive investment to enhance Alpharetta's vibrant tech ecosystem

Mission:

To help to grow more technology and innovation in the City of Alpharetta.



INNOVATION CENTER

Launched in **2015** - Tech Alpharetta's Innovation Center is a successful tech startup incubator open to any tech startup founder creating his or her own intellectual property.

www.techalpharetta.com

50+ tech startup members

1 OF 5 major metro area incubators

21 tech startup graduates

>\$225 MILLION received in investor funding since 2015

1,452 new tech & service industry jobs created for Alpharetta

2,064 total new jobs created for the state of Georgia

70+ sponsors and partners

36 tech companies on our board



partnered with the City of Alpharetta

54 current tech startup company members
70 sponsors and partners with Tech Alpharetta

INDUSTRIES REPRESENTED INCLUDE:



See lists of Software companies HQ in Alpharetta that contribute to the City's perception... as a tech hub

[Top Software Companies in Alpharetta, GA – Gregslist](#)
[Top 20+ IT Companies in Alpharetta \(2024\) - TechBehemoths](#)



\$45.6m
20 Emp

Great Oaks
Way

Veryable is an industrial technology company with marketplaces designed to improve agility in manufacturing.



\$21.9m
24 Emp

Lakeview

Voxie is a conversational AI text marketing company helping businesses connect and learn from their customers to drive more revenue.



\$12m
15 Emp

Winward Pky

Rali's CxP platform offers the assessments, content, platform and analytics to drive scalable and lasting change in employee's experience.



\$4.8m

Incubator

Annoviant is a healthcare company that develops medical devices.



\$2m
18 Emp

Lakeview

Simplifying cybersecurity for financial institutions

And, Startup Graduate DataSeers



- Headquartered in Alpharetta
- 80 Employees on site in its Alpharetta office
- 40 more employees in India
- Has won more than 20 awards

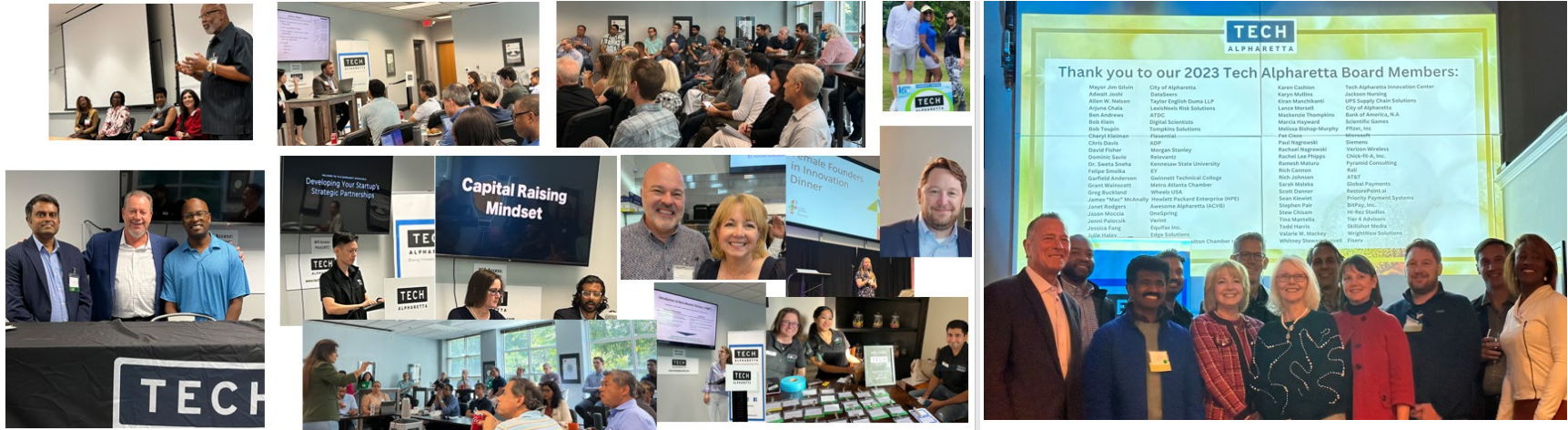
3-year Revenue Growth of 427%

Tech Alpharetta's Fall 2024 Relocation to commercial office space, which will include more offices, will help us to serve even more startup companies.



A thriving tech ecosystem & opportunities for engagement attract more tech companies & help to retain the ones that are already here.

...ADP, HPE, DataSeers, Bank of America, LexisNexis Risk Solutions, Equifax, Tier4, Hi-Rez Studios, Pyramid Consulting, Digital Scientists, Siemens, BitPay, Jackson Healthcare, Morgan Stanley, UPS, Relevantz...



Tech Alpharetta works in partnership with the City's Ec. Dev. Team on Co. Recruiting/Retention Activities...

EVENTS for Area Tech Executives **Our 30 Branded Events served >2000 tech exec attendees in 2023**, from startups to mid market to enterprise execs

INCUBATOR: Our startup workshop series, plus 2-3 startup meetups per week, **attract tech founders from throughout the North Metro area**. Our incubator is also a draw for new, larger tech companies considering locating in Alpharetta.

BOARD & Projects: **Offering Board member & Board company engagement** & thought leadership to our 34 (as of 12/31/23) board tech companies

41,306,345 media impressions
560 Articles mentioned Tech Alpharetta
90 Weekly Tech Alpharetta Newsletters emailed to our contact list of >5000 Execs



STEAM MENTORING OF 37
INNOVATION ACADEMY HS PRIS 10 of 21

34 Tech Co. Leaders/4 NonTech/7 Partners/2

City=47 vs. 34 Tech/47 total on 12/31/22

24 (51%) Women/Persons of Color YTD vs. 51% as of 12/31/22

Strong Market Representation with 24 Enterprise; 7 Midmarket; 7 Emerging

City of Alpharetta Board Members

Mayor Gilvin

Economic Dev. Manager Lance Morsell

Councilman Brian Will

Tech Alpharetta Chairman of the Board

Paul Nagrowski, Siemens Financial Services-E

Tech Alpharetta Vice Chair

Bob Toupin, Tompkins Solutions-MM

Tech Alpharetta Treasurer

Mackenzie Thompkins, BoA-E

ADP-E

AT&T-E

BitPay-MM

Chick-fil-A-E

Colonial Pipeline-E

DataSeers-EM

Digital Scientists-EM

Edge Solutions-MM

Equifax-E

EY-E

Fiserv-E

Flexential-E

Global Payments-E

Hi-Rez Studios-MM

HPE-E

Jackson Healthcare-E

Wheels-E

LexisNexis Risk Solutions-E

Microsoft-E

Morgan Stanley/E*trade-E

Nursing/Allied Services-EM

OneSpring-EM

Pfizer-E

Priority Payment Systems-MM

Pyramid-MM

Relevantz-E

RestorePoint-E

Scientific Games-E

Skillshot Media-EM

Taylor English-MM

Tier 4 Advisors-EM

UPS Supply Chain Solutions-E

Verint-E

Verizon Wireless-E

WrightNow Solutions-EM

Community Partner Board Members

Alpharetta Convention & Visitors Bureau

Alpharetta Chamber of Commerce

ATDC

GNFCC

Gwinnett Tech

KSU Coles College of Business

MACOC

Board companies'

level of financial

participation:

\$204,500 2023

\$186,000 2022 (>10x 2018)

\$168,000 2021

\$121,000 2020

\$76,500 2019

\$17,500 in 2018

2023: 100% of our Board companies were sponsors (86% cash).

2022 100% (88% cash)

2021 92% (84% cash)

2020 87% (77% cash)

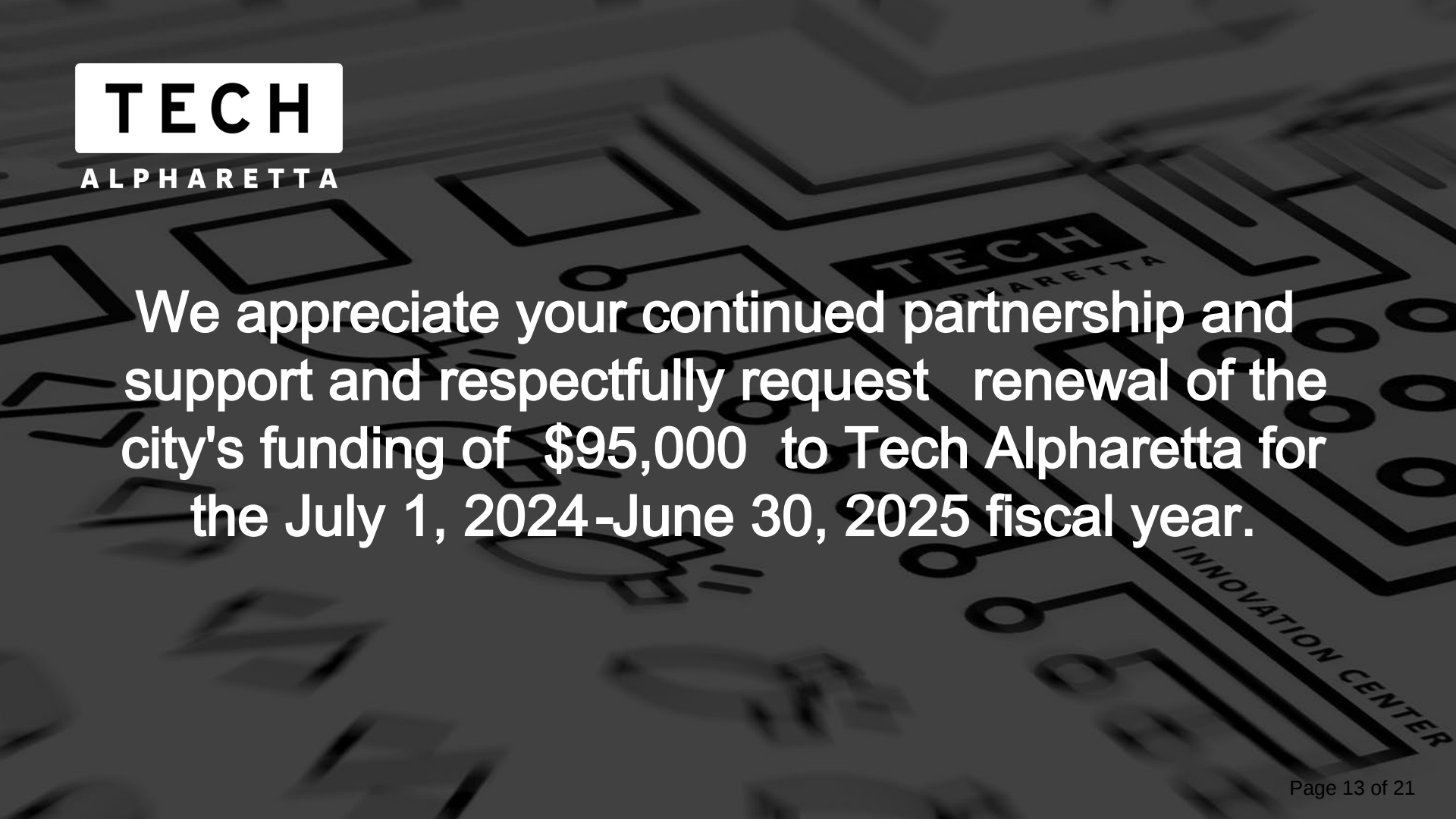
2019 70% (60% cash)

2018 22%

TECH

2022 Financial Projections/Actual

Details	Actual 2017	Actual 2018	Actual 2019	Actual 12/31/20	Projections for Calendar Year 2021	Actual 12/31/21	Projections 2022	Actual 12/31/22	Projections 2023	Actual 12/31/23
Cash Revenue (Operations, sponsorships events, other)	\$177,733	\$229,972 * *(does not incl. 2018 AgTech Conference)	\$292,774	\$306,924	\$250,000	\$319,806	\$260K	\$380,611	\$355K	\$460K
Support: City of Alpharetta	\$122,083	\$125,000	\$114,583	\$105,833	\$95,000 7/20-6/21 (City fiscal year)	\$95,000	\$95K	\$95K	\$95K	\$95K
=Total Combined Revenue	\$299,816	\$354,972	\$407,357	\$412,758	\$350,000	\$415,806	\$355K	\$475,611	\$450K	\$555K
Expense	\$299,049	\$327,277	\$346,629	\$326,189	\$350,000	\$324,131	\$355K	\$410,141	\$444K	\$479K
EBIT			\$60,728	\$86,569	\$0	\$90,675	\$0	\$65,470	\$6K	\$70K
In-kind sponsorships		\$222,000 in-kind services	\$242,000 in-kind services (incl. new website)	\$234,000 in-kind services	\$222,000 in-kind services	\$275,000 in-kind services (PR, video, webmaster)	\$275K	\$295K	\$300K	\$300K



TECH

ALPHARETTA

We appreciate your continued partnership and support and respectfully request renewal of the city's funding of \$95,000 to Tech Alpharetta for the July 1, 2024-June 30, 2025 fiscal year.



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: June 25, 2024

AGENDA ITEM:

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

STAFF RECOMMENDATION:

Approve of the Intergovernmental Agreement between the City of Alpharetta and the Alpharetta Development Authority for funding for Tech Alpharetta in the amount of \$95,000.00 for the next fiscal year and with authorize the Chairman to execute all necessary documents.

ITEM DESCRIPTION:

The proposed renewal of an agreement between the City and Development Authority provides \$95,000.00 for FY25 to Tech Alpharetta, paid through the Alpharetta Development Authority. As was the case in the previous agreement, this renewal agreement carries a one-year financial commitment that is set to expire at the end of the fiscal year.

ATTACHMENTS:

1. 2024-06-19 IGA between Alpharetta and Development Authority

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”) is effective as of July 1, 2024, by and between the City of Alpharetta, Georgia, a municipal corporation of the State of Georgia (the “*City*”), and the Development Authority of Alpharetta, Georgia, a public body corporate and politic of the State of Georgia (the “*Authority*”).

WITNESSETH:

WHEREAS, the City has legal authority to provide funding to the Authority to facilitate projects or programs within the authorized purposes of the Authority; and

WHEREAS, one of the authorized purposes of the Authority is to promote economic development opportunities in and for the City; and

WHEREAS, Tech Alpharetta, Inc. (“*Tech Alpharetta*”) is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes the growth and development of technology companies within the City; and

WHEREAS, the City helped facilitate the creation of Tech Alpharetta and has provided logistical support for Tech Alpharetta; and

WHEREAS, both the City and the Authority deem it beneficial and appropriate to further assist Tech Alpharetta by providing funding, for a period not to exceed one (1) year, for the partial compensation of an individual to perform comprehensive management services and serve as Chief Executive Officer (“*CEO*”) for Tech Alpharetta; and

WHEREAS, the Authority and the City wish to enter into this Agreement to outline the terms of such funding arrangement.

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

1. ***Funding Amount.*** Assuming all other terms and conditions contained herein are satisfied, the City shall provide funding to the Authority in the amount of NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) to partially support one (1) year of compensation of an individual to perform comprehensive management services and serve as CEO for Tech Alpharetta. The City shall provide such funds to the Authority in twelve (12) equal monthly payments, beginning within a reasonable time after the effective date of this Agreement. Payment of funds under this Paragraph shall be conditioned upon the execution of a memorandum of understanding between the Authority and Tech Alpharetta as set forth in Paragraph 2 below.

2. ***Memorandum of Understanding.*** As a prerequisite to disbursement of funding from the City to the Authority as contemplated under this IGA, the Authority shall enter into a

memorandum of understanding with Tech Alpharetta (the “**MOU**”) providing for the Authority’s funding of a portion of the compensation of an individual to perform comprehensive management services for Tech Alpharetta, which services shall include serving as Tech Alpharetta’s CEO. The MOU shall further provide as follows:

- (a) The Authority’s contribution towards the compensation of Tech Alpharetta’s CEO shall not exceed NINETY-FIVE THOUSAND DOLLARS (\$95,000.00), to be paid in twelve (12) equal monthly payments, during a period not to exceed one (1) year; and
- (b) The funds provided by the Authority to Tech Alpharetta for contribution towards the CEO’s compensation shall only be used to fund the CEO’s base salary and shall not be used in any manner to supplement the CEO’s bonus or commission structure; and
- (c) No later than October 31, 2024, the individual serving as CEO of Tech Alpharetta must become an employee of Tech Alpharetta (as opposed to an independent contractor);
- (d) The funding contemplated herein shall be conditioned upon Tech Alpharetta, at its own expense, undertaking and completing a comprehensive review and revision of its by-laws no later than October 31, 2024, in order to eliminate any provisions which are inconsistent with this IGA, the MOU, or local, state, or federal law. The MOU shall provide that such revisions must include, but are not limited to, amending the by-laws to require that the individual serving as CEO of Tech Alpharetta be an employee of Tech Alpharetta (as opposed to an independent contractor); and
- (e) In the event Tech Alpharetta breaches its obligations as listed herein, the Authority’s obligation to provide the funding contemplated by the MOU shall immediately cease and the MOU shall be terminated.

The MOU shall be subject to the approval of the Authority and its attorney. The Authority agrees to administer the funds in accordance with the terms of this Agreement, and the funds provided to the Authority by the City shall be used by the Authority solely for the purposes stated herein.

3. Term. The term of this Agreement shall be one (1) year from the date that the first payment is made from the City to the Authority pursuant to Paragraph 1, unless the MOU between the Authority and Tech Alpharetta is terminated early based upon Tech Alpharetta’s failure to fulfill its obligations under the MOU. Should the MOU be terminated early, the Authority shall promptly inform the City of said early termination, and the City’s obligation to provide the Authority funding under Paragraph 1 herein shall immediately cease and this IGA shall be considered terminated. Upon termination of this Agreement, any unspent or uncommitted funds shall be returned to the City.

4. No Third-Party Beneficiaries. Nothing contained in this Agreement 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 Tech Alpharetta and any agent, contractor, subcontractor, consultant, or subconsultant of the Authority and/or Tech

Alpharetta. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

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

6. **Governing Law.** This Agreement is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

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

CITY OF ALPHARETTA, GEORGIA

By: _____ (SEAL)
Jim Gilvin, Mayor

APPROVED AS TO
SUBSTANCE:

Christopher Lagerbloom, City Administrator

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Molly N. Esswein, City Attorney

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____ (SEAL)
Jack Nugent, Chairman



STAFF REPORT

Department: Community & Economic Development

Submitted By: Charlotte Christian

Meeting Date: June 25, 2024

AGENDA ITEM:

Memorandum of Understanding for providing City Funding to Tech Alpharetta

STAFF RECOMMENDATION:

Approve, as presented, a Memorandum of Understanding between the Development Authority of Alpharetta and Tech Alpharetta, Inc. providing for funding in an amount not to exceed \$95,000 for one year of professional management services for Tech Alpharetta, to define terms and conditions, and to establish an effective date; and authorize the Chairman to execute all necessary documents.

ITEM DESCRIPTION:

For the Development Authority's consideration is a Memorandum of Understanding on a 1-year term providing for partial funding of Tech Alpharetta. This funding of \$95,000 is provided to the Development Authority by the City of Alpharetta for this purpose through an Intergovernmental Agreement.

Should the Development Authority choose to approve the Memorandum of Understanding, these funds will be paid to Tech Alpharetta in 12 monthly installments.

ATTACHMENTS:

1. 2024-06-19 MOU between Dev Auth and Tech Alpharetta

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is effective as of July 1, 2024, by and between Tech Alpharetta, Inc. (“**Tech Alpharetta**”) an Alpharetta-based, Georgia nonprofit 501(c)(6), 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, Tech Alpharetta is an Alpharetta-based, Georgia nonprofit 501(c)(6) business association that promotes the growth and development of technology companies within the City; and

WHEREAS, the City and the Authority have entered into an Intergovernmental Agreement (“**Funding Agreement**”), attached hereto as Exhibit “A”, setting forth the terms and conditions under which the City will provide funding to the Authority for the partial compensation of an individual to perform comprehensive management services and serve as Chief Executive Officer (“**CEO**”) for Tech Alpharetta; and

WHEREAS, the Funding Agreement requires that this MOU include certain terms and conditions as provided therein; and

WHEREAS, the Authority and Tech Alpharetta wish to enter into this MOU to outline the terms of the funding arrangement and comply with the terms and conditions of the Funding Agreement.

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

1. Funding. Assuming all other terms and conditions contained herein are satisfied, and pursuant to the existing Funding Agreement between the Authority and the City, the Authority shall make funding available to Tech Alpharetta in the amount of NINETY-FIVE THOUSAND DOLLARS (\$95,000.00) to partially support one (1) year of compensation of an individual to perform comprehensive management services and serve as CEO for Tech Alpharetta. The funds (the “**Authority Funds**”) shall be paid by the Authority to Tech Alpharetta in twelve (12) equal monthly installments beginning within a reasonable time after the effective date of this MOU. The Authority Funds shall only be used to fund the CEO’s base salary and shall not be used in any manner to supplement the CEO’s bonus or commission structure. Tech Alpharetta agrees to administer the Authority Funds in accordance with the terms of this MOU, and the Authority Funds shall be used by Tech Alpharetta solely for the purposes stated herein.

2. **CEO as Employee of Tech Alpharetta.** In consideration of the benefits provided herein, Tech Alpharetta agrees that the individual serving as CEO of Tech Alpharetta shall become an employee of Tech Alpharetta (as opposed to an independent contractor) no later than October 31, 2024. On or before November 1, 2024, Tech Alpharetta shall provide written certification to the Authority of compliance with this provision. In the event Tech Alpharetta fails to meet the requirement of transitioning the CEO position to become an employee of Tech Alpharetta, the Authority's obligation to provide the funding contemplated by the MOU shall immediately cease, and this MOU shall be considered terminated without any further action on the part of the Authority.

3. **Revision of Tech Alpharetta's Bylaws.** In consideration of the benefits provided herein, Tech Alpharetta agrees to undertake, at its own expense, a comprehensive review and revision of its bylaws no later than October 31, 2024, in order to eliminate any provisions which are inconsistent with the Funding Agreement, this MOU, or local, state, or federal law. Such revisions shall include, but are not limited to, amending the Tech Alpharetta bylaws to require that the individual serving as CEO of Tech Alpharetta be an employee of Tech Alpharetta (as opposed to an independent contractor). On or before November 1, 2024, Tech Alpharetta shall provide written certification to the Authority of compliance with this provision. In the event Tech Alpharetta fails to review and revise its bylaws as required herein, the Authority's obligation to provide the funding contemplated by the MOU shall immediately cease, and this MOU shall be considered terminated without any further action on the part of the Authority.

4. **Term.** The term of this MOU shall be one (1) year, unless terminated early based upon Tech Alpharetta's failure to comply with its obligations under this MOU. Upon termination, any unspent or uncommitted funds shall be returned to the Authority.

5. **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 Tech Alpharetta. 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.

6. **Indemnification.** Tech Alpharetta 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 Tech Alpharetta, any Tech Alpharetta subcontractor, anyone directly or indirectly employed by Tech Alpharetta, or anyone for whose acts Tech Alpharetta 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 Tech Alpharetta, anyone directly or indirectly employed by Tech Alpharetta, or anyone for whose acts Tech Alpharetta 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 Tech Alpharetta 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.

7. **Entire Agreement.** This MOU 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 MOU. No other agreement, statement or promise relating to the subject matter of this MOU not contained in this MOU 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.

8. **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.

9. **Applicable Law.** This MOU is being entered into with the intent that the laws of the State of Georgia shall govern its construction and enforcement.

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.

TECH ALPHARETTA, INC.

By: _____
Karen Cashion, President & CEO

(SEAL)

**DEVELOPMENT AUTHORITY OF ALPHARETTA,
GEORGIA**

By: _____
Jack Nugent, Chairman

(SEAL)

APPROVED AS TO FORM:

JARRARD & DAVIS, LLP

Melissa Tracy, Authority Legal Counsel