

RESOLUTION

R17-829

A RESOLUTION AUTHORIZING THE EXTENSION OF FOOD TRUCK EVENT THROUGH AUGUST 2017; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

**WHEREAS**, the City finds it necessary and desirable to authorize Food Truck Tuesdays to extend through the month of August 2017;

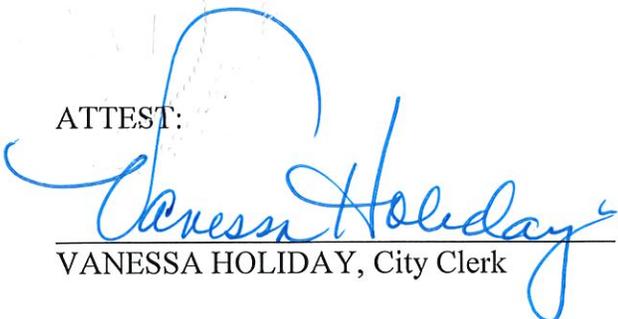
THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

1. **Approval of Execution.** The City hereby approves the extension of Tasty Tuesdays through the end of August 2017, and the Mayor or Mayor Pro Tem is hereby authorized to execute said contract with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

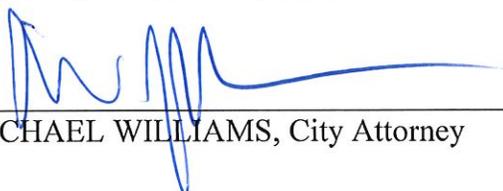
SO BE IT RESOLVED this 30<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Mayor or Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MICHAEL WILLIAMS, City Attorney

**EXHIBIT A**  
**CONTRACT**

**SERVICE AGREEMENT  
BY AND BETWEEN  
NESBITT MANAGEMENT & CONSULTING SERVICES, LLC  
AND  
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 21<sup>st</sup> day of July, 2017, by and between Nesbitt Management & Consulting Services, LLC (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

**W I T N E S S E T H:**

**WHEREAS**, City desires to engage the services of CONTRACTOR to perform for City services regarding the events known as Tasty Tuesdays (the "Project"); and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination.** This Agreement shall expire on the date the Project is completed or December 31, 2017, whichever is sooner, provided however that the provisions of Section 2(c) shall specifically survive the termination or expiration of this Agreement. The City in its sole discretion may renew this contract for two additional 1-year terms. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth on Exhibit A entitled "Scope of Work" and related sales proposals all attached hereto and incorporated herein by reference.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.

(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission

of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. 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 Clause. In any and all claims against the City or any of its agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph 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 CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

**3. Compensation.** In exchange for being selected to perform the Project CONTRACTOR shall pay compensation to the City follows:

- a. CONTRACTOR shall be entitled to collect a one-time event fee each season from each food truck that participates in the Project.
- b. Out of each one-time event fee collected from each food truck, CONTRACTOR shall pay to the City Eighty U.S. Dollars (\$80.00).

**4. Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with 30 days' prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or

appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds (if applicable) to cover their services under this Agreement.

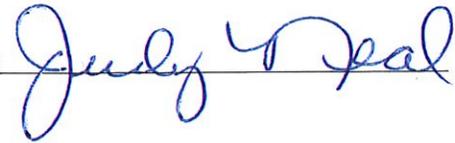
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

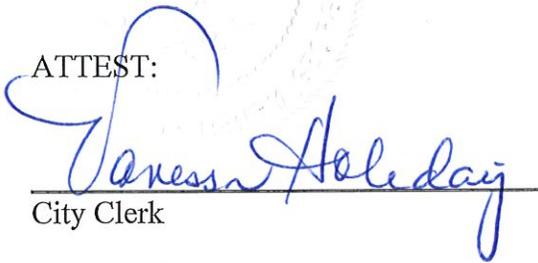
NESBITT MANAGEMENT &  
CONSULTING SERVICES, LLC

By: 

CITY OF STOCKBRIDGE, GEORGIA

By: 

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

## **Exhibit A**

### **Overview**

The City of Stockbridge will host an event called Tasty Tuesday. This event is a one day of the week event that will commence on the same day of the week designated by the City of Stockbridge. Designated Food Trucks will convene at a designated place approved by the City of Stockbridge.

Frequency: Every Tuesday beginning June 6<sup>th</sup>, June 13<sup>th</sup>, June 20<sup>th</sup>, June 27<sup>th</sup>, July 11<sup>th</sup>, July 18<sup>th</sup>, July 25<sup>th</sup>, August 1<sup>st</sup>, August 8<sup>th</sup>, August 15<sup>th</sup>, August 22, August 29<sup>th</sup> and September 12<sup>th</sup>.

Event Set up time: 3:00 pm – 4:00 pm

Event Start time: 5:30 pm

Event End time: 9:00 pm

Event Break down: 9:00 pm – 10:00pm

Location of event: (Clark Park) 111 Davis Rd Stockbridge, GA Stockbridge, GA 30281

The chosen company is required to provide 8-10 Savoy Food Trucks and 1-2 Dessert Food Trucks weekly

The chosen company is required to handle event execution flawlessly

The chosen company is required but not limited to providing children's activities, vendor merchants, music, live bands and a D.J.

The City of Stockbridge is looking for a Food Truck Logistics Company that has experience running a Food Truck Park, Booking Food Trucks for various events and Managing Food Truck Operators.

### **Scope of Responsibilities & Requirements**

- a. Food Truck Management Company shall insure that Food Truck Operators maintain proper license and permits that meet Henry County Board of Health Guidelines and restrictions
- b. Food Truck Management Company must share a portion of the revenue from Tasty Tuesday with the City as set forth above (\$80 per food truck per season).
- c. Food Truck Management Company shall be responsible for booking DJs.
- d. Food Truck Management Company must provide the City of Stockbridge a certificate of insurance, naming the City of Stockbridge as additional insured in the amount of at least \$1 million dollars

- e. Food Truck Management Company shall provide each Food Truck Vendor's Name(s) the Friday prior to each Food Truck Tuesday Event
- f. A representative of the Food Truck Management Company must be on-site for load in & load out
- g. Food Truck Management Company must be on-site until 10:00pm or completion of Food Truck vehicle load-out and clean up

**City of Stockbridge will provide:**

For each Tasty Tuesday, the City will be responsible for the following items:

- Security
- Electricity
- Trash Cans
- Tables/Seating
- Marketing through COS website, email distribution and social media accounts as well as direct marketing to HOAs, City of Stockbridge residents and businesses
- Strategic citywide signage
- \$175.00 per event to partially pay the cost of the DJ.