



City of Smyrna

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Issue Sheet

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WARD: Ward 3

COMMITTEE:

\$ IMPACT:

Agenda Title:

Approval of JRM Management Services Agreement for 2017 Smyrna Food Truck Tuesdays

ISSUE:

BACKGROUND:

JRM Management Services, Inc. respectfully submits this agreement to the City of Smyrna for the management of the Smyrna Food Truck Tuesdays (here in Event).

JRM Management Services, Inc. will help maintain the high integrity and popularity of the Smyrna Food Truck Tuesday events for the entire 2017 season.

Services: JRM Management Services, Inc. will provide all managerial services necessary to plan, organize, promote, direct and evaluate the Event to the extent designated by the City of Smyrna.

JRM Management Services, Inc. agrees to work in cooperation with the designated City representative in all aspects of logistics for the Event and the City of Smyrna.

JRM Management Services, Inc. will operate an office year-round in Cobb County (Kennesaw) to handle all inquiries from vendors and prospective vendors.

JRM Management Services, Inc. will provide/seek the following services:

- JRM will contact, organize and collect funds from all participating food trucks.
- JRM will liaison with Cobb County Health Department and make sure all trucks are up to date on health permits and City permits.

- JRM will handle layout and marshalling of food trucks at each event and will have staff on-site well before set-up time to make sure spaces are available and clear.
- JRM will have at a minimum of two attendants on duty throughout the Event to provide services to vendors and patrons.
- JRM will assist with the load in and load out for any musicians or entertainment and liaison with the City.

- JRM will provide a complete report and give funds collected from food trucks the first day of each month to the City of Smyrna.
- JRM will provide the City of Smyrna a certificate of insurance that will show liability coverage in the amount of one million dollars (1,000,000.00) with the City of Smyrna to be shown as "additional insured".
- JRM will be permitted to have up to two exhibiting sponsors with a fee of \$500 per booth - sponsor to be approved by the City - JRM is permitted to discount for volume. JRM would keep 100% of sponsor fees as compensation for managing the Event. If JRM fails to fulfill sponsor booths, then there will still be no cost to the City of Smyrna for management of the Event. JRM is 100% responsible for generating revenue as compensation for the Event.

1. Insurance Requirements

Consultant shall provide a Certificate of Insurance naming the City of Smyrna as Additional Insured in compliance with the minimum requirements of the State of Georgia to include worker's compensation. Consultant shall be responsible for all injuries or damages of any kind resulting from his work, to persons or property. The minimum insurance requirements are as follows:

- a. Commercial General Liability Coverage for personal injury and/or property damage with a minimum limit of \$1,000,000 per occurrence.
- b. Commercial Excess Umbrella for liability for bodily injury and/or property damage and in excess over other coverage in an amount of at least \$1,000,000 combined single limit.
- c. Automobile Liability - Any Auto for bodily injury and/or property damage of at least \$500,000.00 combined single limit per accident.
- d. Worker's Compensation and Employers Liability - Statutory coverage at a minimum of \$100,000 per accident.

Each policy shall contain an endorsement that, in the event of change or cancellation, a thirty (30) day prior written notice must be sent by mail to the City.

2. Indemnification

Consultant shall assume the obligation to indemnify and hold harmless the City, its officers, employees, engineers, associates, agents, subcontractors and representatives from and against any and all claims, damages, suits, fees, judgments, costs, expenses (including attorneys' fees), liability or payment arising out of, or through, injury to any person or persons including death and loss of services, or damage to property, suffered through any cause whatsoever in the work involved in the contract and to defend on their behalf any suit brought against them arising from such cause.

Any and all damages and costs associated with and to pedestrians, vehicles, buildings, etc. are the sole responsibility of Consultant. The City may review any disputes and the City's decision shall be final.

3. Georgia Security and Immigration Compliance

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above-mentioned State of Georgia regulations by completing the provided affidavits relative to consultant and subcontractor stating affirmatively that the consultant and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this MOU and must be signed, notarized and returned to the City's Purchasing office. Employers with one employee must sign the Consultant's Affidavit. Single owners with no employees must sign the SAVE form and provide a copy of a Georgia Driver's License or other approved identification document.

4. Personnel

Consultant shall only hire and employ individuals performing services hereunder with suitable training, experience and skills to perform the services and the position to which such individual is assigned. Consultant shall, at its expense, conduct (or cause to be conducted), in compliance with all applicable laws, the following checks on each individual performing services hereunder:

- a. a background check, including the: (i) name and all names used in the previous seven years, (ii) date of birth, (iii) city, state, and country of birth, and (iv) passport number (if one is held) and issuing country, issue date and expiration date;
- b. criminal checks; and
- c. drug testing.

At the City's request, and to the extent permitted by law, Consultant shall provide copies of such checks with respect to any individual performing services hereunder, and the City shall comply with the law with respect to the use, retention, disposal and confidentiality of such information.

With respect to any individual performing services hereunder that the City believes is (a) not conducting him or herself in accordance with the applicable code of conduct as provided to Consultant by the City from time to time, (b) improperly providing the services, (c) engaged in conduct that is criminal, fraudulent or likely to cause harm to the City's employees or property or (d) not adequately complying with the terms of the service contract, Consultant shall, upon the City's request, as soon as reasonably practicable: (i) if applicable, terminate such individual's access to City property, and (ii) remove such individual of his or her responsibility of providing services to the City.

5. Consultant

The Services to be performed by the Consultant is that of an independent Consultant and not of an employee of the City of Smyrna. The City shall not be responsible for withholding any portions of the Consultant's compensation hereunder for the payment of FICA,

Workers' Compensation, other taxes or benefits or for any other purpose. The personnel employed by the Consultant are not and shall not become employees, agents or servants of the City because of the performance of any Services by this Agreement.

RECOMMENDATION/REQUESTED ACTION: Staff recommends