

**AMENDMENT TO JULY 4TH EVENT MANAGEMENT SERVICES
AGREEMENT**

STATE OF GEORGIA

COBB COUNTY

This Amendment to the July 4th Event Management Services Agreement (the "Amendment") is entered into as of the 20th day of June, 2020 by and between the City of Powder Springs, Georgia, a Georgia municipal corporation with an address of 4484 Marietta Street, Powder Springs, GA 30127(hereinafter called "City") and Ricketts Rhodes Event Management, LLC, a Georgia limited liability company with an address of 4644 Powder Springs Dallas Road, Unit #1605, Powder Springs GA, 30127 (hereinafter called "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into that certain July 4th Event Management Services Agreement, dated January 8, 2020, a copy of which is attached hereto as Exhibit I and incorporated herein by way of reference (the "**Agreement**"); and

WHEREAS, the City and Contractor agree that the Covid-19 Pandemic, and the subsequent and pending federal, state, and local public health regulations constitute a force majeure as provided for in Item #7 of the Agreement, necessitating a cancellation of the originally scheduled event date of July 4, 2020; and

WHEREAS, the parties mutually agree that the originally scheduled event should be moved to take place instead on July 4, 2021 ("the Event Date"); and

WHEREAS, the City and Contractor wish to amend certain terms and conditions set forth in the Agreement to effectuate their intentions.

NOW THEREFORE, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, including the mutual covenants, agreements and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor agree to amend the Agreement as follows:

1.

Contractor shall on the Event Date conduct and manage an Independence Day event in accordance with its proposal, which is attached to the Agreement as Exhibit A. The City has already paid Contractor the sum of \$15,000.00 for the Contractor's services under the Agreement, the receipt of which is acknowledged by Contractor, as the totality of the City's financial commitment to Contractor for such services. As further consideration for Contractor's services, the City will provide in-kind services in accordance with Contractor's proposal.

2 .

a. At or prior to execution of this Amendment, Contractor shall provide to the City a copy of its business license as well as its certificate of liability insurance for the event, listing the city as an additional insured.

b. A copy of the signed fireworks contract between the Contractor and its fireworks vendor shall be submitted to the City by January 31, 2021.

c. The Contractor shall meet monthly with the Parks and Recreation Director or his designee for an event update, including a review of the identity of vendors secured for the event.

3 .

If for any reason the Event Date needs to be changed, the parties agree to work together in good faith to accommodate the change.

4 .

Should Contractor be in default of any of its obligations and fail to seasonably remedy such default, the City may cancel this Agreement and receive a refund. Any refund should be less the reasonable and necessary expenses incurred by Contractor in performance of the Agreement, and compensation to the Contractor should be in proportion to the percentage of work reasonably, actually, and necessarily performed by the Contractor through the date of the termination.

5 .

Except as modified or otherwise provided herein, the existing terms, covenants, agreements, responsibilities and obligations contained in the Agreement shall remain in full force and effect through the term of the Agreement. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail. This Amendment is effective upon the date of execution by both parties.

6 .

This Amendment may be executed in multiple counterparts, which together shall constitute one original, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

7 .

The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Georgia. Venue of any judicial proceedings shall be in Cobb County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their duly authorized representatives on the date and year first written above:

CONTRACTOR:
Ricketts Rhodes Event Management, LLC

By:
 Petergaye Rhodes, President

THE CITY OF POWDER SPRINGS, GEORGIA

By:
 Al Thurman, Mayor

By:
 Kelly Axt, City Clerk

GREGORY, DOYLE, CALHOUN & ROGERS, LLC
CITY ATTORNEYS

By: