

**A RESOLUTION BY
COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

05-R-1526

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE GRANT PARK
CONSERVANCY, AND FOR OTHER PURPOSES.**

WHEREAS, the Grant Park Conservancy ("GPC") is a non-profit organization whose mission is to develop, enhance, and maintain Grant Park, (the "Park"), located in Southeast Atlanta, Georgia, to the benefit of both the citizens of Atlanta and its many visitors; and

WHEREAS, though the City desires to assist the GPC with its mission of developing, enhancing, and maintaining the Park, it does not currently have the resources to provide these services to the extent desired by the GPC; and

WHEREAS, the City wishes to facilitate the GPC's work on the Park by creating a cooperative relationship with the GPC, as the GPC is providing a valuable service to the City; and

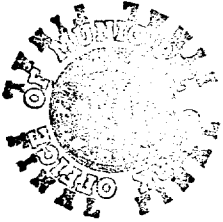
WHEREAS, it is in the best interest of the City to enter a Memorandum of Understanding ("MOU") with the GPC to define the cooperative relationship between the two parties, and to establish the role and obligations of each party in that relationship.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
ATLANTA, GEORGIA, AS FOLLOWS:**

Section 1.

The Mayor is hereby authorized, on behalf of the City, to enter into an MOU with the Grant Park Conservancy regarding the roles and obligations of each of the two parties in the development, maintenance, and enhancement of the Park, and said MOU shall at a minimum provide the following:

- a) The MOU shall make clear that the City owns the Park and shall have authority to make all final decisions regarding the Park, but shall exercise its authority in the spirit of good faith cooperation with the GPC.
- b) The MOU shall provide the GPC with the authority and the responsibility to develop, maintain, and enhance the Park in a manner consistent with the MOU.



- c) The MOU shall provide the GPC with the authority and primary responsibility for raising additional funds for the Park, and for overseeing the use of the funds it raises, making certain that the funds are utilized consistent with the MOU.

Section 2.

To the extent that the GPC is donating time and money to the City, the City hereby accepts the donation.

Section 3.

The City Attorney is hereby directed to prepare the MOU for execution by the Mayor, and the MOU shall be approved as to form by the City Attorney.

Section 4.

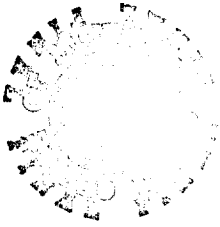
The MOU shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been signed by the Mayor and delivered to the GPC.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 06, 2005
SEP 12, 2005



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND THE GRANT PARK CONSERVANCY

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2005, is between the City of Atlanta ("City") and the Grant Park Conservancy ("GPC") (collectively, the "Parties").

I. Background

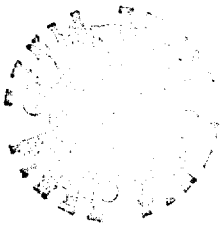
The GPC is a non-profit organization whose mission is to develop, enhance, and maintain Grant Park, located in Southeast Atlanta, Georgia, (Grant Park, excluding the interior of Cyclorama and the areas currently exclusively under the custody and control of Zoo Atlanta, the "Park") to the benefit of both the citizens of Atlanta and its many visitors. The City desires to assist the GPC with this mission.

The purpose of this MOU is to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties work together to further their common goal of developing, enhancing, and maintaining the Park. Development, enhancement, and maintenance of the Park shall include but not be limited to the design, installation and maintenance of capital improvements to the Park; design, installation, and maintenance of environmentally friendly landscape improvements; maintenance of the Park so that it is consistently in a safe and attractive condition; organization of educational and recreational programs to be provided at the Park; and development and implementation of guidelines governing the coordination of major events, and educational and recreational programs. While pursuing the goals set forth in this MOU, the Parties will remain sensitive to the impact of work and activities in the Park upon residents of the surrounding neighborhoods and will strive to accomplish these goals in a manner that minimizes disruption to the neighbors.

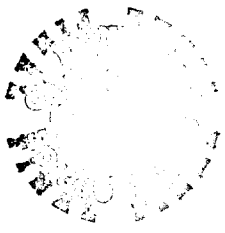
II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and the GPC in their working relationship established by this MOU.

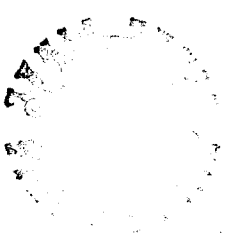
- A. The City shall maintain ownership of the Park.
- B. The City shall maintain its authority to make all final decisions regarding the Park, but shall exercise this authority in the spirit of good faith cooperation with the GPC.



- C. All City decisions regarding the Park that arise from this MOU or the Master Plan (i) shall be made by the Commissioner of the Department of Parks, Recreation and Cultural Affairs, (the "Commissioner") or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner and (ii) shall be communicated in writing to GPC.
- D. The GPC has an approved Park master plan, dated March 1999, that was approved by the Atlanta City Council in April 1999. In the event that the GPC wishes to make significant changes to the Park Master Plan, as determined by the Commissioner in her/his sole discretion, it shall prepare a new master plan for the Park that shall include, but not be limited to, Park specifications, a blueprint for capital improvements, landscape details, objectives for programming within the Park, and a blueprint for Park management decisions. In order to replace the current Master Plan with a new master plan, the GPC must comply with the City's review and approval process for park master plans, said process to be established by the Commissioner. The City's review and approval process shall include, but not be limited to, review and approval by the local Neighborhood Planning Unit, submission to and consideration by every other City Neighborhood Planning Unit if applicable, the review and approval by the Urban Design Commission, and approval by the Atlanta City Council and Mayor. A new master plan shall not be deemed final, nor shall it be implemented, until after the GPC has successfully completed the master plan review and approval process. As used in this MOU, "Master Plan" shall refer to the Park master plan that is in effect at the time that this Agreement is being interpreted, and specifically either the Park master plan dated March 1999, or any new Park master plan that has been approved as set forth in this subsection IID.
- E. The GPC shall develop, enhance, and maintain the Park consistent with the Master Plan and this MOU.
- F. Project proposals and implementation plans for improvements and other initiatives in the Park shall be prepared by the GPC, based on available and anticipated funds and the Master Plan. The GPC shall comply with the City's review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The GPC shall be responsible for determining any and all other governmental bodies and/or regulatory agencies (other than the City) from which approval must be obtained. The GPC shall not begin work in the Park on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, and it has received written approval from any other governmental body or regulatory agency from which approval is required.



- G. Upon raising necessary funds, the GPC shall be responsible for implementing the projects, improvements or other initiatives that ~~have~~ been approved as set forth in section IIF above.
- H. When a decision regarding the Park is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the GPC within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section IIC above, the Commissioner shall notify the GPC prior to the expiration of such thirty day period that this thirty day period shall ~~not~~ apply.
- I. GPC shall oversee all Park projects performed at its direction, including but not limited to GPC or GPC-directed construction of capital improvements, landscaping, and other initiatives. In addition, the City shall have the right to oversee all GPC or GPC-directed work performed in the Park. Though the City has the right to oversee all work being performed at the Park by or on behalf of the GPC, it is not obligated to do so. In addition, though the City has the right in accordance with Section VII to suspend a Park project being performed by or on behalf of the GPC if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by the GPC in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of the GPC is the responsibility of the GPC and not the City.
- J. The GPC shall have primary responsibility for raising additional funds for the Park, and will oversee the use of funds it raises, making certain that the funds are utilized consistent with the Master Plan and this MOU.
- K. Other parties may contribute to the improvement of the Park, as long as all gifts are in conformance with the Master Plan and subject to City approval and oversight. Prior to the City's deciding whether to accept any such improvements to the Park, the Commissioner shall inform the GPC of and review its recommendations regarding the improvement or gift. The final decision regarding whether the City shall accept the improvements shall belong to the City exclusively.
- L. The City shall be responsible for any claim, damage, loss or expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the City, its officials or employees, its consultants/contractors or their officers, agents or employees, or its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees, or anyone working on behalf of or at the direction of the City. The GPC shall be responsible for any claim, damage, loss or



expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the GPC, its officers, employees or volunteers, its consultants/contractors or their officers, agents or employees, or its consultants'/contractors' subconsultants/ subcontractors, or their officers, agent or employees, or anyone working on behalf of or at the direction of the the GPC. Neither this MOU, nor this provision specifically, shall waive the City's nor the GPC's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Park.

- M. Any personnel employed by or volunteering on behalf of the GPC shall be deemed "employees" or "volunteers" respectively of the GPC, and shall not be deemed employees or volunteers of the City. The GPC shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.
- N. The GPC shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed at or regarding the Park by GPC's employees, volunteers, contractors and subcontractors, or anyone working on behalf of or at the direction of the GPC. The covered work shall include but not be limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- O. The City and the GPC shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, parental status, age, physical handicap, sexual orientation, or gender identity in the implementation of the Master Plan or this MOU.
- P. The GPC shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by the GPC and all costs incurred by the GPC, both direct and indirect, of whatever nature, for a period of eight (8) years, or three (3) years from the expiration of this MOU, whichever is earlier unless otherwise specified by applicable law. The City or its designated representatives shall have the right, at the City's expense, to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit the GPC's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.



- Q. In no event shall either of the Parties allow any activity of whatever kind to occur or to obtain a presence in the Park, where such activity is inconsistent with the restrictions on and the dedicated use of the Park, as set forth in the original Deed of Gift from Col. Lemuel Pratt Grant to the City, said Deed being attached hereto as Exhibit B.

III. City Responsibilities

In addition to the responsibilities listed above, the City shall have the following responsibilities:

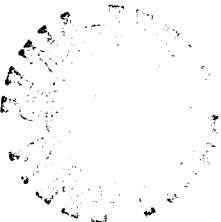
- A. Maintain the full range of existing commitments to the Park, including, but not limited to basic maintenance, litter control, maintenance of the tree canopy, and utilities commitments, and provide a letter reflecting those commitments to the GPC for fundraising purposes.
- B. Provide maintenance of the Park infrastructure.
- C. Provide sanitation services for the Park at no cost to the GPC, except that GPC shall be responsible for its own sanitation services costs for Outdoor Festivals, Assemblies, Large Gatherings, or other special events sponsored by the GPC, where the City Code of Ordinance requires the sponsor to assume the sanitation costs. Sanitation services shall include scheduled garbage collection.
- D. Provide, or arrange and pay for provision of utilities for the Park.
- E. Protect the Park and the new investments therein by making certain that the management of events held in the Park is consistent with design features and other guidelines set forth in the Master Plan. GPC will be invited to review and provide feedback on the plans for any proposed Outdoor Festival with a requested location of the Park.
- F. Use commercially reasonable efforts to ensure that work performed in the Park by or at the direction of the City is consistent with the Master Plan and this MOU.
- G. Use commercially reasonable efforts to ensure that all funds committed by or to the City for use regarding the Park are used effectively, efficiently, and as intended.



IV. GPC's Responsibilities

In addition to the responsibilities listed above, the GPC shall have the following responsibilities:

- A. Actively pursue and engage in fundraising to support initiatives for developing and enhancing the Park.
- B. Create an environmentally friendly Park design that will include, but is not limited to, green spaces, lighting, native plant landscaping, paths and water fountain(s), consistent with the Master Plan.
- C. In addition to the City's performance of routine maintenance, provide additional maintenance so that the Park remains in a safe and attractive condition. Additional maintenance shall include maintenance of all capital improvements made after the date of this MOU, to make certain that the improvements are adequately maintained and to protect the investments made. GPC shall submit an annual maintenance plan to the Commissioner no later than January 1 of each year. The maintenance plan shall set forth the Park maintenance activities that GPC proposes to perform in the upcoming year. GPC shall not begin said maintenance until the maintenance plan is approved in writing by the Commissioner.
- D. Maintain all plants and vegetation to meet the design requirements of the Master Plan, in accord with the approved Maintenance Plan described in section IVC above.
- E. Support maintenance and programming activities necessary to improve and protect the Park consistent with the Master Plan.
- F. Serve as the major catalyst for interested parties to be involved with the Park through advocacy, volunteer, and/or fundraising activities, and through working with the GPC Board of Directors.
- G. Use commercially reasonable efforts to ensure that all funds donated and/or committed by or to the GPC during the time that this Agreement is in effect, for use regarding the Park, are used effectively, and efficiently, or are returned to the donors.
- H. Make certain that all funds donated and/or committed by or to the GPC during the time that this Agreement is in effect, for use regarding the Park, are used as intended, or are returned to the donors.
- I. Sections IV G and IV H above shall survive the termination or expiration of this Agreement.



V. Contractors Performing Work on the Park

- A. The GPC shall require all contractors and subcontractors performing any design, architectural or engineering work regarding the Park, and/or work in the Park, for, at the direction of, or on behalf of the GPC, to sign an agreement with the GPC that includes the following indemnification provision, with the exception that the name of the contractor or subcontractor shall replace "Contractor" as used herein below:


"Indemnification and Hold Harmless Clause"

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this Agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.



B. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Park for or on behalf of the GPC, and shall be included in a contract between the GPC and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this MOU. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this MOU.

1. The GPC shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this MOU until all Insurance requirements contained in this MOU shall have been complied with, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Any and all companies providing insurance required pursuant to this MOU must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this MOU must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the GPC, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the GPC shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Park:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

4. Automobile Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the GPC shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of the GPC comply with this Section V, this MOU, at the election of the City, may be declared forthwith suspended, discontinued, or terminated. Failure of a GPC's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve the GPC, its contractors or subcontractors, from any liability under this MOU, nor shall these requirements be construed to conflict with the obligation of this MOU concerning indemnification.

6. The City shall be covered as an additional insured under any and all Insurance required pursuant to this MOU, and such insurance shall be primary with respect to the additional insured.



Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.

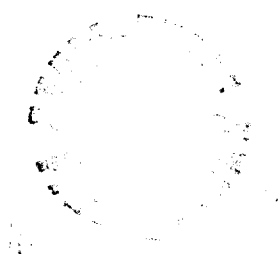
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this MOU shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.
- C. For purposes of this Section V, in no event shall any employee of the GPC, in such capacity, volunteer, volunteer group or a person or organization which does not receive compensation over and above reimbursement for its out-of-pocket expenses in performing work relating to this MOU, be considered a "contractor" or "subcontractor", but rather shall be subject to the provisions of Section II Q above.

VI. Term of MOU

This MOU will commence as of the date of its full execution, as shall be reflected on the first page of the MOU, and the MOU will continue in effect for five (5) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional five-year term.

VII. Suspension of Work

- A. In the event that the City determines that any work being performed on the Park, or any failure to perform work on the Park, is inconsistent with the Master Plan, this MOU, and/or the project, improvement or initiative plans approved as set forth in section II above, the City shall immediately contact the GPC in writing and shall articulate, with reasonable specificity, the corrective action required. The City shall state the number of days that the GPC shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if the GPC indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. The GPC shall use commercially reasonable efforts to implement the corrective action within the time set forth by the City in its written



notice. In the event that the GPC needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.

2. In the event that the GPC does not make commercially reasonable efforts to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.
 3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that the GPC does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the work or direct that the work be performed. The GPC shall reimburse the City for the reasonable cost of performing the work.
 4. In the event that the City and the GPC disagree that the work being performed on the Park, or any failure to perform work on the Park, is inconsistent with the Master Plan, this MOU, and/or the project, improvement or initiative plans approved as set forth in section II above, or disagree about the corrective action to be implemented, the Parties shall attend mediation or some other form of Alternative Dispute Resolution ("ADR") in an attempt to resolve the matter. Each party shall pay its own ADR-related costs. The work at issue shall be suspended until the completion of the ADR.
 5. Should the Parties be unable to resolve any issue of work to be performed, or any corrective action issue after ADR, the City shall have the right to terminate this MOU at no cost to the City.
- B. In the event that the City determines that any work being performed on the Park creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. Should the City determine that any work being performed on the Park creates a safety hazard that requires closure of all or a part of the Park, the City shall suspend the hazardous work and close all or some portion of the Park and shall bear no cost associated with either. The City shall immediately notify the GPC, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
- C. In the event that the City determines that any failure to perform work on the Park is creating a safety hazard, the City shall close the Park, and shall bear no cost associated with the closure. The City shall immediately

notify the GPC, in writing and by telephone, that the Park has been closed and the corrective action required. The Park shall remain closed until the corrective action is implemented.

- D. Either Party shall have the right to terminate this MOU without cause at any time prior to the MOU's expiration by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective, and such termination shall be at no cost to either Party. In the event of such termination, the GPC shall remain obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, or return the funds to the donor(s) pursuant to sections IV G and H above.

VIII. Miscellaneous.

A. Entire Agreement; No Third Party Beneficiaries.

Except as otherwise expressly provided herein, this MOU constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings with respect thereto, written or oral. Except as otherwise expressly provided herein, nothing in this MOU is intended to confer upon any person or entity, other than the Parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this MOU.

B. Assignment.


Except as expressly contemplated hereby, neither this MOU nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto (whether by operation of law or otherwise), in whole or in part, without the prior written consent of the other Party. Subject to the preceding sentence, this MOU will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

C. Notices.

All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by certified mail, postage pre-paid, or by courier or overnight carrier, at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:

If to the City: [City]

Department of Parks, Recreation and Cultural Affairs
City of Atlanta
675 Ponce de Leon Avenue



8th Floor
Atlanta, Georgia 30308
Attention: Commissioner
Fax : (404) 817-6798
Phone : (404) 817-6788

If to the GPC: Grant Park Conservancy
499 Broyles Street, SE
Atlanta, Georgia 30312
Attention: Executive Director
Fax: 404-521-0938
Phone: 404-521-0938

D. Governing Law.

This MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Georgia.

E. Captions.

The captions contained in this MOU are for reference purposes only and are not part of this MOU.

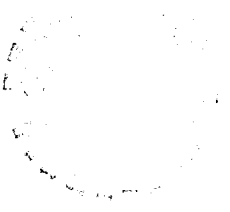
F. Interpretations.

No uncertainty or ambiguity herein shall be construed or resolved against any Party, whether under any rule of construction or otherwise. No party to this MOU shall be considered the draftsman. The Parties acknowledge and agree that this MOU has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

G. Severability.

Any term or provision of this MOU that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this MOU or affecting the validity or enforceability of any of the terms or provisions of this MOU in any other jurisdiction. If any provision of this MOU is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

IN WITNESS WHEREOF, the City and the GPC have caused this MOU to be executed by their duly authorized officials, the day and year first above written.



ATTEST:
Sworn to and subscribed
Before me this _____ day
of _____, 2005.

Notary Public

GRANT PARK CONSERVANCY:

EXECUTIVE DIRECTOR

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Chief Operating Officer

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Procurement Officer



Signature Page Continued

APPROVED:

Chief Financial Officer

APPROVED AS TO INTENT:

Director, Bureau of Parks

RCS# 6971
9/06/05
5:10 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 5-28 EXCEPT 05-O-1465
05-R-1489
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 1
ABSENT 0

Y Smith	NV Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	NV Maddox	E Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I

			8-15-05 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 05-O-1353	43. 05-R-1538	83. 05-R-1574	125. 05-R-1526
2. 05-O-1354	44. 05-R-1637	84. 05-R-1575	126. 05-R-1627
3. 05-O-1358	45. 05-R-1546	85. 05-R-1576	127. 05-R-1628
4. 05-O-1366	46. 05-R-1547	86. 05-R-1577	128. 05-R-1629
5. 05-O-1456	47. 05-R-1548	87. 05-R-1578	129. 05-R-1630
6. 05-O-1351	48. 05-R-1549	88. 05-R-1579	130. 05-R-1631
7. 05-O-1352	49. 05-R-1550	89. 05-R-1580	131. 05-R-1632
8. 05-O-1464	50. 05-R-1551	90. 05-R-1581	132. 05-R-1633
9. 05-R-1497	51. 05-R-1552	91. 05-R-1582	
10. 05-R-1499	52. 05-R-1452	92. 05-R-1583	
11. 05-R-1526	53. 05-R-1614	93. 05-R-1584	
12. 05-R-1527	54. 05-R-1615	94. 05-R-1585	
13. 05-R-1528	55. 05-R-1616	95. 05-R-1586	
14. 05-R-1634	56. 05-R-1617	96. 05-R-1587	
15. 05-R-1488	57. 05-R-1618	97. 05-R-1588	
16. 05-R-1509	58. 05-R-1619	98. 05-R-1589	
17. 05-R-1298	59. 05-R-1620	99. 05-R-1590	
18. 05-R-1362	60. 05-R-1621	100. 05-R-1591	
19. 05-R-1457	61. 05-R-1622	101. 05-R-1592	
20. 05-R-1490	Items Adversed	102. 05-R-1593	
21. 05-R-1491	on Consent	103. 05-R-1594	
22. 05-R-1518	62. 05-R-1553	104. 05-R-1595	
23. 05-R-1520	63. 05-R-1554	105. 05-R-1596	
24. 05-R-1521	64. 05-R-1555	106. 05-R-1597	
25. 05-R-1522	65. 05-R-1556	107. 05-R-1599	
26. 05-R-1523	66. 05-R-1557	108. 05-R-1600	
27. 05-R-1524	67. 05-R-1558	109. 05-R-1601	
28. 05-R-1525	68. 05-R-1559	110. 05-R-1602	
29. 05-R-1545	69. 05-R-1560	111. 05-R-1603	
30. 05-R-1635	70. 05-R-1561	112. 05-R-1604	
31. 05-R-1636	71. 05-R-1562	113. 05-R-1605	
32. 05-R-1655	72. 05-R-1563	114. 05-R-1606	
33. 05-R-1453	73. 05-R-1564	115. 05-R-1607	
34. 05-R-1511	74. 05-R-1565	116. 05-R-1608	
35. 05-R-1512	75. 05-R-1566	117. 05-R-1609	
36. 05-R-1514	76. 05-R-1567	118. 05-R-1610	
37. 05-R-1516	77. 05-R-1568	119. 05-R-1611	
38. 05-R-1517	78. 05-R-1569	120. 05-R-1612	
39. 05-R-1656	79. 05-R-1570	121. 05-R-1613	
40. 05-R-1492	80. 05-R-1571	122. 05-R-1623	
41. 05-R-1493	81. 05-R-1572	123. 05-R-1624	
42. 05-R-1537	82. 05-R-1573	124. 05-R-1625	

05-1526
(Do Not Write Above Line)

A RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE GRANT PARK CONSERVANCY, AND FOR
OTHER PURPOSES.

ADOPTED BY

SEP 06 2005

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair: _____
Referred to _____

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Others

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings

Consent V Vote RC Vote

CERTIFIED

SEP 06 2005

CERTIFIED

Richard Davidson Johnson
MUNICIPAL CLERK

APPROVED

SEP 12 2005

Andy Frank
MAYOR