

11-1628
 (Do Not Write Above This Line)

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

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A PROGRAMMING AGREEMENT WITH YOUTH VISION, INDUSTRY, BUSINESS & EMPOWERMENT, INC. AND KID ENTREPRENEURS NEED OPPORTUNITIES, INC. TO PROVIDE PROGRAMMING AT THE GROVE PARK RECREATION CENTER; AND FOR OTHER PURPOSES **ADOPTED BY**

NOV 21 2011

- 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 CP/HKR
 Date 11/15/11
 Chair Deborah Sheperd
 Action Other
 Fav. Adv. Hold (See rev. side)
 Other

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav. Adv. Hold (See rev. side)
 Other

Members _____
 Refer To _____

Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav. Adv. Hold (See rev. side)
 Other

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav. Adv. Hold (See rev. side)
 Other

Members _____
 Refer To _____

Members _____
 Refer To _____

- FINAL COUNCIL ACTION
- 2ND
 - 1ST & 2ND Readings
 - 3RD
 - Consent
 - V Vote
 - RC Vote

CERTIFIED
 NOV 21 2011
 ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
 NOV 21 2011
 Richard Douglas & Son
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 NOV 30 2011
 WITHOUT SIGNATURE
 BY OPERATION OF LAW



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

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A PROGRAMMING AGREEMENT WITH YOUTH VISION, INDUSTRY, BUSINESS & EMPOWERMENT, INC. AND KID ENTREPRENEURS NEED OPPORTUNITIES, INC. TO PROVIDE PROGRAMMING AT THE GROVE PARK RECREATION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns and operates the Grove Park Recreation Center (“Center”) located at 750 Frances Place, NW, Atlanta, Georgia 30318; and

WHEREAS, Youth Vision, Industry, Business & Empowerment, Inc. (“Youth V.I.B.E.”) is a Georgia non-profit corporation dedicated to assisting teens excel through academic enrichment and real world business applications; and

WHEREAS, the Kid Entrepreneurs Need Opportunities, Inc. (“KENO Fund) is a Georgia non-profit corporation that fosters, grows and nurtures businesses formed by young entrepreneurs; and

WHEREAS, Youth V.I.B.E., KENO Fund, and the City desire to partner in order to provide an after-school program, entitled “The Talented Tenth Afterschool Program,” that will redirect at-risk youth toward a model of success that improves their preparedness for the 2011-2012 academic year, reduce exposure to negative peer and community influences, and create new pathways to a positive future; and

WHEREAS, the Department of Parks, Recreation and Cultural Affairs (“DPRCA”) recommends that the City allow Youth V.I.B.E. and the KENO Fund to perform this role.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee, on behalf of the City, is hereby authorized to enter into a Programming Agreement (hereto attached as Exhibit “A”) between the City, Youth V.I.B.E., and the KENO Fund under which Youth V.I.B.E., and the KENO Fund shall provide programming at the Center at no cost to the City.

BE IT FURTHER RESOLVED, that to the extent that Youth V.I.B.E. and the KENO Fund are donating time and resources to the City, the City hereby accepts such donation.

BE IT FURTHER RESOLVED, that the City Attorney, or her designee, is hereby authorized to prepare the Agreement for execution by the Mayor.

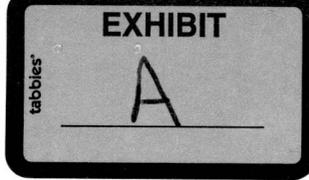
BE IT FINALLY RESOLVED, that this Agreement shall not become binding on the City, and the City shall incur no obligation or liability under it until it has been approved by the City Attorney, or her designee, as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Youth V.I.B.E. and the KENO Fund.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

Nov. 21, 2011
Nov. 30, 2011



City of Atlanta
Department of Parks, Recreation and Cultural Affairs
Office of Recreation

VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is made and entered into between the City of Atlanta on behalf of the Department of Parks, Recreation and Cultural Affairs (233 Peachtree Street, Suite 1700, Atlanta, Georgia 30303), hereafter referred to as "COA" and Youth Vision, Industry, Business & Empowerment, Inc. ("Youth V.I.B.E.") and Kid Entrepreneurs Need Opportunities, Inc. ("KENO Fund"), hereafter referred to as "Partners."

1. PURPOSE

This Agreement sets forth the guidelines regarding the implementation of an afterschool program titled, "The Talented Tenth Afterschool Program," hereafter referred to as "the Program," at the **Grove Park Recreation Center, (750 Frances Place, Atlanta, Georgia 30318)** hereafter referred to as the "Recreation Center." The Program is to be attended by at least fifty (50) youth participants, ages 14 to 18. The core objective of the Program is to redirect at-risk youth toward a model of success that improves their preparedness for the 2011-2012 academic year, reduce exposure to negative peer and community influences, and create new pathways to a positive future. Partners and COA agree to work together to help the City of Atlanta achieve its mission with youth development: *"To attract young citizens of Atlanta, teach and train them on the skills they need to become productive members of society and the future leaders of our communities."*

The intent of this Agreement is to:

- Outline the responsibilities of the COA and Partners.
- Provide structure to the working relationship between the COA and Partners.
- Ensure both parties are clear on the deliverables.
- Establish goals and objectives for the Program that are consistent with the desired outcomes of COA.

2. RESPONSIBILITIES OF COA

COA agrees to the following:

- Provide Partners adequate access to Recreation Center for the Program.
- Provide sanitation services at the Recreation Center at no cost to Partners. Sanitation services shall include scheduled garbage collection.

- Provide all utility service to the Recreation Center at no cost to Partners. Utility costs shall include water, electricity and natural gas.
- Maintain the full range of existing commitments to Grove Park and the Recreation Center, including basic maintenance, litter control, and custodial commitments.
- Allow Partners to retain 100 percent of all revenue collected through fees and the sale of goods and services.
- Provide use of the Recreation Center at no cost to Partners.
- Allow appropriate signage to recognize the Program and sponsorships. Signage must be approved by the DPRCA Commissioner or his or her designee.

3. **RESPONSIBILITIES OF Youth V.I.B.E. and KENO Fund**

Partners agree to the following:

- Support the mission of COA Office of Recreation and foster increased level of youth development and engagement at the Recreation Center through afterschool programming targeting youth participants, ages 14 to 18. Ensure all Partners' volunteers and staff that work with children (defined as any person younger than twenty-one years) satisfy the background check conditions contained in COA's coach certification requirements, attached hereto as Exhibit A. It shall be the Partners' sole responsibility to ascertain that each of its employees and volunteers satisfies these criteria before they are allowed to work with children in the Program.
The Partners will be responsible for and bear the cost of getting the required documentation completed by the volunteer applicants and will provide instructions to the applicants on the fingerprinting procedures.
- Provide onsite programming at the Recreation Center weekly from 3:00 PM – 6:30 PM, Monday through Friday during the COA school year. The Program will be delivered 5 days a week as mutually agreed upon both parties, with holidays as exceptions. The parties intend that the Program will start on November 1, 2011.

Partners shall maintain Program records and accounts in connection with the performance of this Agreement of whatever nature, for a period of three (3) years from the expiration of this Agreement unless otherwise specified by applicable law. COA or its designated representatives shall have the right, at COA's expense, to audit, examine and copy such records and accounts at all reasonable times, with advance notification. Partners shall maintain general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate bodily injury and property damage combined single limit, regarding all work and activities performed at the Recreation Center by Partners' employees, volunteers, contractors and subcontractors. COA 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.

- Participate in regularly scheduled meetings with the Recreation Center Community Facility Manager.
- Maintain in good standing all required federal, state and local documents required as standard practice in the normal course of business.

City shall be responsible for any claim, damage, loss or expense arising from the Recreation Center or the Program to the extent that it is attributable to intentional or negligent acts, errors, or omissions by the City, its officials, agents, or employees, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Partners shall be responsible for any claim, damage, loss or expense arising from the Partners or the Program that is attributable to intentional or negligent acts, errors, or omissions by Partners, its officers, agents, employees or volunteers, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this Agreement, nor this provision specifically, shall waive the City's nor Partners' 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 anyone else performing work at or related to the Recreation Center or the Program.

- The parties further agree that this agreement to indemnify, defend, and hold harmless shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Section shall survive any termination or expiration of this Agreement.

4. RENT

Partners shall owe no rent to the City. In exchange for a waiver of rent, Partners shall operate the Program at the Recreation Center. This section 4 shall be contingent upon adoption by the Atlanta City Council ("Council") and approval by the Mayor. Should approval be denied the Partners and COA agree to terminate this Agreement and renegotiate the terms.

5. EFFECTIVE DATE & DURATION

This Agreement shall be effective upon the signature of the COA and Partners. The initial term of the Agreement shall begin on the date this Agreement is signed by the parties and end on the last day of the 2011-2012 COA school year ("Term"). At the end of the Term and upon mutual consent of the parties, this Agreement may be renewed for an additional one (1) year term.

6. TERMINATION

Either Party shall have the right to terminate this Agreement without cause at any time prior to the Agreement'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. This Agreement shall automatically terminate if third-party funding to Partners is eliminated.

RCS# 1554
11/21/11
2:02 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ALL ITEMS EXCEPT 11-O-1553

ADOPT

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

RCS# 1553
11/21/11
2:00 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

RECONSIDER

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
Y Hall	Y Wan	Y Martin	Y Watson
NV Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

RCS# 1552
11/21/11
1:59 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
Y Hall	Y Wan	Y Martin	Y Watson
NV Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I