11-R-1693

(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 AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE ATLANTA DEVELOPMENT AUTHORITY FOR THE PURPOSE OF EXTENDING THE TERM OF THE IGA FOR AN ADDITIONAL EIGHTEEN (18) MONTHS; AND FOR OTHER PURPOSES.

ADOPTED BY

DEC 05 2011

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: CD/HR

Date: 11/29/11

Chair: Joyce Sheperd

Action: Fav, Adv, Hold (See rev.side)

Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (See rev.side)

Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (See rev.side)

Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (See rev.side)

Other

Members

Refer To

FINAL COUNCIL ACTION

☐ 2ND ☐ 1ST & 2ND ☐ 3RD Readings

☐ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

CERTIFIED

DEC 05 2011

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

DEC 05 2011

Rhonda Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

DEC 12 2011

MAYOR

CITY COUNCIL
ATLANTA, GEORGIA

11- R -1693

A RESOLUTION BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE ATLANTA DEVELOPMENT AUTHORITY FOR THE PURPOSE OF EXTENDING THE TERM OF THE IGA FOR AN ADDITIONAL EIGHTEEN (18) MONTHS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has appointed the Atlanta Development Authority ("ADA") as the City's redevelopment agency pursuant to the Redevelopment Powers Law for the purpose of implementing the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the "Neighborhood Allocation" (referred to as the "Project Allocation"); and

WHEREAS, in connection with the Project Allocation and *In Rem* condemnation/demolition projects set forth in the Westside TAD Redevelopment Plan the City and ADA entered into the IGA (attached hereto as Exhibit A) pursuant to Resolution 10-R-1725 adopted by Atlanta City Council on October 4, 2010 and approved by the Mayor on October 12, 2010; and

WHEREAS, the IGA is set to expire in January 2012; and

WHEREAS, it is anticipated that funds will remain in the Project Allocation at the expiration of the IGA; and

WHEREAS, the parties desire to extend the IGA for an additional eighteen (18) months so that the remaining funds may be spent for the purposes set forth in the IGA.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to enter into an amendment (the "Amendment") to the IGA with ADA extending the term for an additional eighteen (18) months commencing on February 1, 2012.

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare the Amendment for execution by the Mayor.

BE IT FURTHER RESOLVED, that all terms of the Agreement not modified by the Amendment shall remain unchanged.

BE IT FINALLY RESOLVED, that the Amendment will not become binding upon the City, and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to ADA.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council **DEC 05, 2011**
APPROVED by Mayor Kasim Reed **DEC 12, 2011**

EXHIBIT A

INTERGOVERMENTAL AGREEMENT FOR THE UNDERTAKING OF CERTAIN IN REM CONDEMNATION, DEMOLITION AND/OR CLEANING AND CLOSING RELATED REDEVELOPMENT ACTIVITIES WITHIN THE ENGLISH AVENUE AND VINE CITY AREA OF THE WESTSIDE TAD

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made this ____ day of January, 2011, by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and **THE ATLANTA DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Georgia (the "Authority"), by and through the respective governing authorities of each pursuant to the provisions of Article IX, Section II, Para. III of the Georgia Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of said State, and the resolutions and ordinances of each of the parties concerning the undertaking of certain in rem condemnation, demolition and/or clean and close projects within the City of Atlanta Tax Allocation District No. 1 – Westside (the "Westside TAD Demolition/Clean and Close Projects"), all as authorized under the Redevelopment Powers Law, O.C.G.A. § 36-44-1, *et seq.* (the "Act").

WITNESSETH:

WHEREAS, the Act provides for the establishment of redevelopment powers and the creation of redevelopment plans and tax allocation districts by counties and municipalities in the State of Georgia;

WHEREAS, the purpose of the Act is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals and welfare, and impair or arrest the sound growth of the community as a whole;

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council of the City, by Resolution 92-R-1575, adopted on December 7, 1992, and signed by the Mayor on December 15, 1992 (the "Original Westside TAD Resolution"), among other things, (i) created the Techwood Park Urban Redevelopment Area and Tax Allocation District Number One – Atlanta/Techwood Park (the "Original Westside Redevelopment Area and TAD") and (ii) adopted the Techwood Park Urban Redevelopment Plan (the "Original Westside Redevelopment Plan") pursuant to the authority granted to the City under the Act;

WHEREAS, pursuant to Resolution 98-R-0777, adopted by the City Council of the City on July 6, 1998, and approved by the Mayor on July 15, 1998, the City, among other things, (i) expanded the Original Westside Redevelopment Area and TAD and renamed the tax allocation district "The Westside Tax Allocation Bond District, Number 1, As Amended – Atlanta/Westside" (the "Westside TAD") and (ii) amended the Original

Westside Redevelopment Plan and renamed same the "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Redevelopment Plan"), all as provided under the Act;

WHEREAS, the City has appointed the Authority as the City's redevelopment agency pursuant to the Act for the purpose of implementing the redevelopment initiatives set forth in the Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the "Neighborhood Allocation" (referred to as the "Neighborhood Fund");

WHEREAS, on December 17, 2009, the Board of Directors of the Authority approved an allocation of $300,000 from the Neighborhood Fund (the "Project Allocation") to fund the Westside TAD Demolition/Clean and Close Projects to support the Neighborhood Planning Unit's and the City's efforts to improve the redevelopment potential of neighborhoods within the Vine City and English Avenue areas through in rem condemnation, demolition and/or cleaning and closing of abandoned, unsecured or dilapidated structures and/or for the abating of excessive overgrowth and junk, trash or debris from these properties within the Westside TAD, as more fully described in **Exhibit A** attached hereto;

WHEREAS, pursuant to O.C.G.A § 36-61-11, the City of Atlanta has created by ordinance the In Rem Review Board (the "Board") to hear cases in which it is alleged that dwellings or other structures intended for human habitation are unfit for human habitation or may imperil the health, safety, or morals of the occupants thereof or the surrounding areas and upon the requisite showing order such dwellings or structures repaired, cleaned and closed, or demolished by the responsible party;

WHEREAS, in the event no timely action is taken by the responsible party to comply with the Board's Order, the City is authorized to carry out the Order using City funds and lien the property for its costs;

WHEREAS, by resolution of the City Council of the City adopted on September 2, 2008 and approved by the Mayor on September 8, 2008 (08-R-1694), as said resolution was amended by the City Council of the City on October 4, 2010 and approved by the Mayor on October 12, 2010 (10-R-1725) (collectively, the City Approving Resolutions"), the City authorized accepting and expending the Project Allocation for the Westside TAD Demolition Clean and Close Projects; and

WHEREAS, the City and the Authority have each determined that the undertaking of the Westside TAD Demolition/Clean and Close Projects will have a positive impact on and is in the best interest of the residents of the Westside TAD, as a whole, and the English Avenue and Vine City area within such Westside TAD, in particular.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars ($10.00). The foregoing recitals, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority do hereby agree as follows:

Section 1. The Authority hereby agrees to fund the Project Allocation in one or more installments pursuant to requisitions provided to the Authority by the City, in a form reasonably satisfactory to the Authority; provided, however, that (i) the Authority will use its best efforts to make funds available to the City within ten (10) business days of the approval of any requisition for payment and (ii) the City shall not submit more than one (1) requisition per month. The Authority reserves the right to require the City to comply with any and all requisition procedures then applicable to projects awarded funding, directly or indirectly, from the applicable Westside TAD bonds from which the Project Allocation is funded.

Section 2. The City agrees to administer the Westside Demolition/Clean and Close Projects for any of the activities established in Section 2 of the City Approving Resolution attached to this Agreement as **Exhibit A**, (such activities being referred to as the "Project Guidelines") and in accordance with all applicable laws, rules and regulations relating thereto. Without limiting the generality of the foregoing, the City agrees that it will be solely responsible for the following activities and that the Authority's sole role will be to provide the funding for such activities upon proper requisition for such funds:

1. The City, acting through the Office of Code Compliance, shall select each dilapidated property for which the City seeks funding from the Project Allocation as contemplated by this Agreement; provided, however, that all such properties shall be located within the English Avenue and/or Vine City area of the Westside TAD, and shall meet the criteria contemplated in the Project Guidelines.

2. The City shall undertake the Westside Demolition/Clean and Close Projects in a good and workmanlike manner, and shall assume responsibility for all implementation, compliance and other legal and administrative matters necessary or convenient with respect to such undertaking, including, without limitation, compliance with all applicable laws, rules and regulations relating to the actions necessary or appropriate to complete the Westside Demolition/Clean and Close Projects.

3. The City shall be responsible for all coordinating activities with NPU-L, as and to the extent it deems in its sole discretion necessary or appropriate.

Section 3. The City agrees to provide the Authority with such documents and information as may be reasonably requested by the Authority to establish compliance by the Authority with the requirements and conditions set forth in the documents and agreements relating to the Westside TAD bonds from which the funding for the Project Allocation is derived, including, without limitation, (i) documents or certificates evidencing or affirming compliance with the Project Guidelines, (ii) records demonstrating the City's use of all of the Project Allocation within the English Avenue and/or Vine City area of the Westside TAD, and (iii) monthly reports and records (in

such form as is reasonably satisfactory to the Authority) evidencing the receipt and expenditure of all of the Project Allocation and completion of all of the condemnation, demolition and clean and close activities hereby contemplated.

Section 4. The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended only upon the written consent of both parties.

Section 5. To the extent permitted by law, the City shall and does agree to protect, defend, indemnify and save the Authority and its respective agents, employees, officers and legal representatives (collectively, the "Indemnified Persons") harmless for, from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys/ fees and expenses) (collectively, "Loss") imposed upon or asserted against any Indemnified Person by reason of any injury, death, damage or loss to persons (including workmen) or property sustained in connection with or incidental to the Westside Demolition/Clean and Close Projects as set forth in this Agreement, or by reason of any inaccuracy in or breach of any representation, warranty, obligation or agreement of the City contained in this Agreement; provided, however, that the City shall have no obligation to indemnify or hold any Indemnified Person harmless for, from and against any Loss where such Loss results directly from the intentional or grossly negligent act of such Indemnified Person. The foregoing indemnity is no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

To the extent permitted by law, the Authority shall indemnify, defend and save the City and its respective agents, employees, officers and legal representatives from and against any Loss which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by the Authority with respect to the Westside Demolition/Clean and Close Projects as set forth in this Agreement. The foregoing indemnity is no way conditioned upon fault on the part of the Authority or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

Section 6. This Agreement shall remain in effect until the earlier to occur of (i) the first (1st) anniversary of this Agreement, (ii) the expenditure, by the City, of the Project Allocation in full and performance of all of its obligations hereunder, or (iii) the earlier termination of this Agreement by a non-defaulting party as contemplated herein. Notwithstanding the foregoing, the indemnification provisions set forth above shall expressly survive the termination of this Agreement.

Section 7. This Agreement shall be governed by and construed under the laws of the State of Georgia. A breach of any provision of this Agreement shall be deemed material and the non-breaching party shall have the right to pursue such remedies, at law or in equity, to seek compliance by the breaching party, including, without limitation, seeking specific performance; provided, however, that the breaching party shall not be

deemed in default until it has been provided thirty (30) days written notice specifying the breach asserted by the non-breaching party.

Section 8. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

Section 9. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together constitute a single document.

Section 10. The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the effective date first above stated.

CITY OF ATLANTA, GEORGIA

By: _____
Kasim Reed
Mayor

ATTEST:

_____
Municipal Clerk

APPROVED AS TO FORM:

_____
Asst. City Attorney

APPROVED AS TO SUBSTANCE:

_____
Commissioner, Department of Planning and
Community Development

[Signatures Continued on Following Page]

THE ATLANTA DEVELOPMENT AUTHORITY, as Redevelopment Agency

By: _____
Ernestine W. Garey
Interim President

ATTEST:

_____
Assistant Secretary

APPROVED AS TO FORM:

_____
Senior Counsel

EXHIBIT A

CITY APPROVING RESOLUTION

RCS# 1601
12/05/11
4:55 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I OF 12/5/2011
ALL ITEMS EXCEPT 11-O-1768, 11-R-1723
ADOPT

YEAS:	12
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	4
EXCUSED:	0
ABSENT	0

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

		12-05-11
ITEMS ADOPTED ON CONSENT	**ITEMS ADOPTED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 11-O-1646 2. 11-O-1682 3. 11-O-1631 4. 11-O-1639 5. 11-O-1640 6. 11-O-1766 7. 11-O-1511 8. 11-O-1656 9. 11-O-1657 10. 11-O-1658 11. 11-O-1767 12. 11-O-1773 13. 11-O-1775 14. 11-O-1777 15. 10-O-0934 16. 10-O-0898 17 11-O-1411 18. 11-O-1412 19. 11-O-1629 20. 11-O-1769 21. 11-R-1696 22. 11-R-1697 23. 11-R-1698 24. 11-R-1699 25. 11-R-1700 26. 11-R-1701 27. 11-R-1702 28. 11-R-1703 29. 11-R-1720 30. 11-R-1786 31. 11-R-1787 32. 11-R-1788 33. 11-R-1510 34. 11-R-1722 35. 11-R-1725 36. 11-R-1726 37. 11-R-1727 38. 11-R-1728 39. 11-R-1730 40. 11-R-1731 41. 11-R-1732	42. 11-R-1733 43. 11-R-1734 44. 11-R-1735 45. 11-R-1736 46. 11-R-1737 47. 11-R-1738 48. 11-R-1739 49. 11-R-1774 50. 11-R-1705 51. 11-R-1706 52. 11-R-1708 53. 11-R-1709 54. 11-R-1710 55. 11-R-1711 56. 11-R-1721 57. 11-R-1778 58. 11-R-1691 59. 11-R-1692 60. 11-R-1693 61. 11-R-1779 62. 11-R-1780 63. 11-R-1740 64. 11-R-1741 65. 11-R-1742 66. 11-R-1743 67. 11-R-1744 68. 11-R-1745 69. 11-R-1746 70. 11-R-1747 71. 11-R-1748 72. 11-R-1749 73. 11-R-1750 74. 11-R-1751 75. 11-R-1752	76. 11-R-1753 77. 11-R-1754 78. 11-R-1755 79. 11-R-1756

10-R-1725
(Do Not Write Above This Line)

A RESOLUTION
BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00) FROM THE "NEIGHBORHOOD ALLOCATION" CREATED IN CONNECTION WITH THE IMPLEMENTATION OF THE WESTSIDE TAX ALLOCATION BOND DISTRICT, NUMBER 1 AS AMENDED ATLANTA/WESTSIDE (THE "WESTSIDE TAD") FUNDS FOR THE PURPOSE OF FUNDING THE DEMOLITION OF STRUCTURES UNFIT FOR HUMAN HABITATION, THE CLEAN AND CLOSE OF ABANDONED STRUCTURES AND/OR THE ABATEMENT OF EXCESSIVE OVERGROWTH AND JUNK, TRASH, OR DEBRIS ON PROPERTIES WITHIN THE ENGLISH AVENUE AND VINE CITY NEIGHBORHOODS; AND FOR OTHER PURPOSES.

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

Date Referred

Referred To:

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading
Committee
Date
Chair
Referred To

Committee	Committee
Date 9/28/10	Date
Chair Joyce M Sheppard	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members ADOPTED BY OCT 0 4 2010 COUNCIL	Members
Refer To	Refer To

FINAL COUNCIL ACTION
☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☐ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED
OCT 0 4 2010
ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
OCT 0 4 2010
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
OCT 1 2 2010
MAYOR

CITY COUNCIL
ATLANTA, GEORGIA

10-R-1725

A RESOLUTION
BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00) FROM THE "NEIGHBORHOOD ALLOCATION" CREATED IN CONNECTION WITH THE IMPLEMENTATION OF THE WESTSIDE TAX ALLOCATION BOND DISTRICT, NUMBER 1, AS AMENDED-ATLANTA/WESTSIDE (THE "WESTSIDE TAD") FUNDS FOR THE PURPOSE OF FUNDING THE DEMOLITION OF STRUCTURES UNFIT FOR HUMAN HABITATION, THE CLEAN AND CLOSE OF ABANDONED STRUCTURES AND/OR THE ABATEMENT OF EXCESSIVE OVERGROWTH AND JUNK, TRASH, OR DEBRIS ON PROPERTIES WITHIN THE ENGLISH AVENUE AND VINE CITY NEIGHBORHOODS; AND FOR OTHER PURPOSES.

WHEREAS, the City has appointed the Atlanta Development Authority ("ADA") as the City's redevelopment agency pursuant to the Redevelopment Powers Law ("Act") for the purpose of implementing the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the "Neighborhood Allocation" (referred to as the "Neighborhood Fund"); and

WHEREAS, pursuant to Resolutions 06-R-2615 and 08-R-1694 the City has entered into similar intergovernmental agreements with ADA; and

WHEREAS, the Board of Directors of ADA have approved an allocation of $300,000 from the Neighborhood Fund to fund the Westside TAD Demolition/Clean and Close Projects within the English Avenue and Vine City neighborhoods; and

WHEREAS, the City of Atlanta In Rem Review Board routinely orders either the demolition or the cleaning and closing of structures, depending on the level of deterioration, determined to be unfit for human habitation as authorized by O.C.G.A. § 36-61-11 and the Atlanta Housing Code; and

WHEREAS, in the event no timely action is taken by the responsible party to comply with the Board's Order, the City is authorized to carry out the Order using public funds and lien the property for its costs; and

WHEREAS, use of the Neighborhood Fund for these purposes will allow the City the financial ability to carry out the Board's Orders on properties located in the English Avenue and Vine City neighborhoods within the Westside TAD, thereby abating these nuisance structures which have a deleterious effect on the public health, safety and welfare.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA RESOLVES AS FOLLOWS:

Section 1. The Mayor is authorized to negotiate, execute and deliver an Intergovernmental Agreement, in the form as substantially attached hereto as Exhibit "A", by and between the City and the Atlanta Development Authority in an amount not to exceed $300,000.00 memorializing the terms and conditions of the Neighborhood Fund allocation for the *in rem* condemnation/demolition projects.

Section 2. Use of the Neighborhood Fund allocation shall be for the purposes of: (i) demolition of dilapidated structures unfit for human habitation; (ii) clean & close of properties that contain abandoned and/or unsecured structures not determined to be dilapidated; or (iii) abatement of excessive overgrowth and junk, trash, or debris on such properties.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council OCT 04, 2010
APPROVED by Mayor Kasim Reed OCT 12, 2010

EXHIBIT "A"

INTERGOVERMENTAL AGREEMENT
FOR THE UNDERTAKING OF CERTAIN IN REM CONDEMNATION, DEMOLITION AND/OR CLEANING AND CLOSING RELATED REDEVELOPMENT ACTIVITIES WITHIN THE ENGLISH AVENUE AND VINE CITY AREA OF THE WESTSIDE TAD

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made this ____ day of August, 2010, by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and **THE ATLANTA DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Georgia (the "Authority"), by and through the respective governing authorities of each pursuant to the provisions of Article IX, Section II, Para. III of the Georgia Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of said State, and the resolutions and ordinances of each of the parties concerning the undertaking of certain in rem condemnation, demolition and/or clean and close projects within the City of Atlanta Tax Allocation District No. 1 – Westside (the "Westside TAD Demolition/Clean and Close Projects"), all as authorized under the Redevelopment Powers Law, O.C.G.A. § 36-44-1, *et seq.* (the "Act").

WITNESSETH:

WHEREAS, the Act provides for the establishment of redevelopment powers and the creation of redevelopment plans and tax allocation districts by counties and municipalities in the State of Georgia;

WHEREAS, the purpose of the Act is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals and welfare, and impair or arrest the sound growth of the community as a whole;

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council of the City, by Resolution 92-R-1575, adopted on December 7, 1992, and signed by the Mayor on December 15, 1992 (the "Original Westside TAD Resolution"), among other things, (i) created the Techwood Park Urban Redevelopment Area and Tax Allocation District Number One – Atlanta/Techwood Park (the "Original Westside Redevelopment Area and TAD") and (ii) adopted the Techwood Park Urban Redevelopment Plan (the "Original Westside Redevelopment Plan") pursuant to the authority granted to the City under the Act;

WHEREAS, pursuant to Resolution 98-R-0777, adopted by the City Council of the City on July 6, 1998, and approved by the Mayor on July 15, 1998, the City, among other things, (i) expanded the Original Westside Redevelopment Area and TAD and renamed the tax allocation district "The Westside Tax Allocation Bond District, Number 1, As Amended – Atlanta/Westside" (the "Westside TAD") and (ii) amended the Original

Westside Redevelopment Plan and renamed same the "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Redevelopment Plan"), all as provided under the Act;

WHEREAS, the City has appointed the Authority as the City's redevelopment agency pursuant to the Act for the purpose of implementing the redevelopment initiatives set forth in the Redevelopment Plan, and for other purposes, including, without limitation, implementing the neighborhood project funding mandate of the City from the "Neighborhood Allocation" (referred to as the "Neighborhood Fund");

WHEREAS, on December 17, 2009, the Board of Directors of the Authority approved an allocation of $300,000 from the Neighborhood Fund (the "Project Allocation") to fund the Westside TAD Demolition/Clean and Close Projects to support the Neighborhood Planning Unit's and the City's efforts to improve the redevelopment potential of neighborhoods within the Vine City and English Avenue areas through in rem condemnation, demolition and/or cleaning and closing of abandoned, unsecured or dilapidated structures and/or for the abating of excessive overgrowth and junk, trash or debris from these properties within the Westside TAD, as more fully described in **Exhibit A** attached hereto;

WHEREAS, pursuant to O.C.G.A § 36-61-11, the City of Atlanta has created by ordinance the In Rem Review Board (the "Board") to hear cases in which it is alleged that dwellings or other structures intended for human habitation are unfit for human habitation or may imperil the health, safety, or morals of the occupants thereof or the surrounding areas and upon the requisite showing order such dwellings or structures repaired, cleaned and closed, or demolished by the responsible party; **WHEREAS,** in the event no timely action is taken by the responsible party to comply with the Board's Order, the City is authorized to carry out the Order using City funds and lien the property for its costs;

WHEREAS, by resolution of the City Council of the City adopted on September 2, 2008 and approved by the Mayor on September 8, 2008, as said resolution was amended by the City Council of the City on _____, 2010 and approved by the Mayor on _____, 2010 (collectively, the City Approving Resolution"), the City authorized accepting and expending the Project Allocation for the Westside TAD Demolition Clean and Close Projects; and

WHEREAS, the City and the Authority have each determined that the undertaking of the Westside TAD Demolition/Clean and Close Projects will have a positive impact on and is in the best interest of the residents of the Westside TAD, as a whole, and the English Avenue and Vine City area within such Westside TAD, in particular.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars ($10.00). The foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority do hereby agree as follows:

Section 1. The Authority hereby agrees to fund the Project Allocation in one or more installments pursuant to requisitions provided to the Authority by the City, in a form reasonably satisfactory to the Authority; provided, however, that (i) the Authority will use its best efforts to make funds available to the City within ten (10) business days of the approval of any requisition for payment and (ii) the City shall not submit more than one (1) requisition per month. The Authority reserves the right to require the City to comply with any and all requisition procedures then applicable to projects awarded funding, directly or indirectly, from the applicable Westside TAD bonds from which the Project Allocation is funded.

Section 2. The City agrees to administer the Westside Demolition/Clean and Close Projects pursuant to the guidelines and parameters established in the City Approving Resolution attached to this Agreement as **Exhibit A**, including the project description attached thereto and by reference made a part hereof (such guidelines being referred to as the "Project Guidelines") and in accordance with all applicable laws, rules and regulations relating thereto. Without limiting the generality of the foregoing, the City agrees that it will be solely responsible for the following activities and that the Authority's sole role will be to provide the funding for such activities upon proper requisition for such funds:

1. The City, acting through the Office of Code Compliance, shall select each dilapidated property for which the City seeks funding from the Project Allocation as contemplated by this Agreement; provided, however, that all such properties shall be located within the English Avenue and/or Vine City area of the Westside TAD, and shall meet the criteria contemplated in the Project Guidelines.

2. The City shall undertake the Westside Demolition/Clean and Close Projects in a good and workmanlike manner, and shall assume responsibility for all implementation, compliance and other legal and administrative matters necessary or convenient with respect to such undertaking, including, without limitation, compliance with all applicable laws, rules and regulations relating to the actions necessary or appropriate to complete the Westside Demolition/Clean and Close Projects.

3. The City shall be responsible for all coordinating activities with NPU-L, as and to the extent it deems in its sole discretion necessary or appropriate.

Section 3. The City agrees to provide the Authority with such documents and information as may be reasonably requested by the Authority to establish compliance by the Authority with the requirements and conditions set forth in the documents and agreements relating to the Westside TAD bonds from which the funding for the Project Allocation is derived, including, without limitation, (i) documents or certificates evidencing or affirming compliance with the Project Guidelines, (ii) records demonstrating the City's use of all of the Project Allocation within the English Avenue and/or Vine City area of the Westside TAD, and (iii) monthly reports and records (in such form as is reasonably satisfactory to the Authority) evidencing the receipt and expenditure of all of the Project Allocation and completion of all of the condemnation, demolition and clean and close activities hereby contemplated.

Section 4. The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended only upon the written consent of both parties.

Section 5. To the extent permitted by law, the City shall and does agree to protect, defend, indemnify and save the Authority and its respective agents, employees, officers and legal representatives (collectively, the "Indemnified Persons") harmless for, from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorneys/ fees and expenses) (collectively, "Loss") imposed upon or asserted against any Indemnified Person by reason of any injury, death, damage or loss to persons (including workmen) or property sustained in connection with or incidental to the Westside Demolition/Clean and Close Projects as set forth in this Agreement, or by reason of any inaccuracy in or breach of any representation, warranty, obligation or agreement of the City contained in this Agreement; provided, however, that the City shall have no obligation to indemnify or hold any Indemnified Person harmless for, from and against any Loss where such Loss results directly from the intentional or grossly negligent act of such Indemnified Person. The foregoing indemnity is no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

To the extent permitted by law, the Authority shall indemnify, defend and save the City and its respective agents, employees, officers and legal representatives from and against any Loss which accrue against or are incurred by the City and which arise from or out of the obligations and responsibilities assumed by the Authority with respect to the Westside Demolition/Clean and Close Projects as set forth in this Agreement. The foregoing indemnity is no way conditioned upon fault on the part of the Authority or upon any other event, occurrence, matter or circumstance, except as specifically set forth in this Agreement.

Section 6. This Agreement shall remain in effect until the earlier to occur of (i) the first (1st) anniversary of this Agreement, (ii) the expenditure, by the City, of the Project Allocation in full and performance of all of its obligations hereunder, or (iii) the earlier termination of this Agreement by a non-defaulting party as contemplated herein. Notwithstanding the foregoing, the indemnification provisions set forth above shall expressly survive the termination of this Agreement.

Section 7. This Agreement shall be governed by and construed under the laws of the State of Georgia. A breach of any provision of this Agreement shall be deemed material and the non-breaching party shall have the right to pursue such remedies, at law or in equity, to seek compliance by the breaching party, including, without limitation, seeking specific performance; provided, however, that the breaching party shall not be deemed in default until it has been provided thirty (30) days written notice specifying the breach asserted by the non-breaching party.

Section 8. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

Section 9. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together constitute a single document.

Section 10. The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the effective date first above stated.

CITY OF ATLANTA, GEORGIA

By:_____
Kasim Reed
Mayor

ATTEST:

_____
Municipal Clerk

APPROVED AS TO FORM:

_____
Acting City Attorney

APPROVED AS TO SUBSTANCE:

_____
Commissioner, Department of Planning and
Community Development

[Signatures Continued on Following Page]

THE ATLANTA DEVELOPMENT AUTHORITY, as Redevelopment Agency

By:_____
Ernestine W. Garey
Interim President

ATTEST:

_____
Assistant Secretary

APPROVED AS TO FORM:

_____
Senior Counsel

RCS# 575
10/04/10
2:49 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ADOPT

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

Y Smith	NV Archibong	Y Moore	Y Bond
NV 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

		10-04-10
ITEMS ADOPTED ON CONSENT	**ITEMS ON ADVERSED CONSENT**	
1. 10-O-1169	36. 10-R-1713	
2. 10-O-1653	37. 10-R-1714	
3. 10-O-1658	38. 10-R-1715	
4. 10-O-1659	39. 10-R-1716	
5. 10-O-1695		
6. 10-O-1664		
7. 10-O-1665		
8. 10-O-1737		
9. 10-O-1168		
10. 10-O-1461		
11. 10-O-1735		
12. 10-R-1723		
13. 10-R-1727		
14. 10-R-0881		
15. 10-R-1696		
16. 10-R-1749		
17. 10-R-1752		
18 10-R-1753		
19. 10-R-1754		
20. 10-R-1755		
21. 10-R-1756		
22. 10-R-1725		
23. 10-R-1734		
24. 10-R-1740		
25. 10-R-1746		
26. 10-R-1703		
27. 10-R-1704		
28. 10-R-1705		
29. 10-R-1706		
30. 10-R-1707		
31. 10-R-1708		
32. 10-R-1709		
33. 10-R-1710		
34. 10-R-1711		
35. 10-R-1712		