

12-R-0016

(Do Not Write Above This Line)

A RESOLUTION BY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE
A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO RENEW THE MEMORANDUM OF UNDERSTANDING WITH THE NORTHSIDE YOUTH ORGANIZATION, INC.; AND FOR OTHER PURPOSES.

ADOPTED BY
 JAN 17 2012
 COUNCIL

Substitute

- 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:
 Date Referred
 Referred To:

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee *DR*
 Date *1/16/12*
 Chair *Deborah Hope*
 Action Fav, Adv, Hold (See rev. side)
 Other *Subst/ On Credit*
 Members *Deborah Hope, Steve...*

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

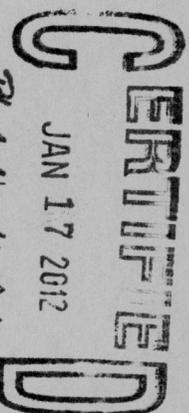
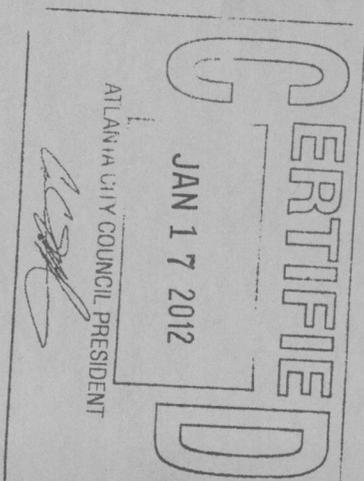
Members _____

Refer To _____

Refer To _____

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

CERTIFIED



Rick Blaylock
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JAN 26 2012

WITHOUT SIGNATURE
 BY OPERATION OF LAW



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

12-R-0016

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO RENEW THE MEMORANDUM OF UNDERSTANDING WITH THE NORTHSIDE YOUTH ORGANIZATION, INC.; AND FOR OTHER PURPOSES.

WHEREAS, the Northside Youth Organization, Inc. (“NYO”) is a non-profit corporation dedicated to providing athletic programs for youth at Chastain Park; and

WHEREAS, the City and NYO entered into a Memorandum of Understanding (“MOU”) pursuant to Resolution 06-R-0372 adopted by Council on February 20, 2006 and approved by the Mayor on February 28, 2006 (attached as Exhibit A); and

WHEREAS, the MOU had a initial term of five (5) years with an additional five (5) year renewal by mutual consent of the parties; and

WHEREAS, the initial five year term expired on September 7, 2011; and

WHEREAS, the Parties have extended the MOU by letter agreement; and

WHEREAS, the Commissioner of the Department of Parks, Recreation and Cultural Affairs has reviewed and is satisfied with NYO’s performance under the MOU and desires that the MOU be extended for an additional five years effective March 5, 2012; and

WHEREAS, the City and its residents have benefited from the MOU, therefore the City and NYO would like to exercise the renewal option under MOU.

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

Section 1:

The Mayor, on behalf of the City, is hereby authorized to renew the MOU with NYO for an additional five (5) year term with effective date of March 5, 2012. The renewal shall be substantially similar to the document attached as Exhibit B.

Section 2:

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

Section 3:



The renewal shall not become binding upon the City, and the City shall incur neither obligation nor liability there under, until the same has been approved by the City Attorney as to form, executed by the Mayor, and delivered to NYO.

A true copy,

A handwritten signature in black ink, appearing to read "K. S. D.", is written over the text "A true copy," and "Deputy Clerk".

Deputy Clerk

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

JAN 17, 2012
JAN 26, 2012

RCS# 1714
1/17/12
5:13 PM

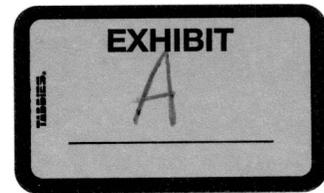
Atlanta City Council

12-R-0016 RENEW MOU W/NORTHSIDE YOUTH ORGANIZATION

ADOPT ON SUB

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

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



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

06-*R*-0372

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE NORTHSIDE YOUTH ORGANIZATION, INC.; AND FOR OTHER PURPOSES.

WHEREAS, the Northside Youth Organization, Inc. ("NYO") is a Georgia non-profit corporation dedicated to providing athletic programs for youth at Chastain Park (the "Park"); and

WHEREAS, the City and NYO have worked together for over forty years providing youth athletic programming; and

WHEREAS, in addition to providing athletic programming, NYO has improved and maintained the Park's athletic fields and athletic facilities, all at its own expense; and

WHEREAS, the level of programming, maintenance and improvement services provided by NYO are services that the City of Atlanta ("City") is unable to provide; and

WHEREAS, the City wishes to facilitate NYO's programming, and maintenance and improvement of the fields and facilities by creating a cooperative relationship with NYO, as NYO 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 NYO 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, on behalf of the City, is hereby authorized to enter into an MOU with NYO regarding the roles and obligations of each of the two parties in the provision of youth programming, and the maintenance and improvement of the Park's athletic fields and facilities, and said MOU shall at a minimum provide the following:

- a) The MOU shall make clear that the City owns the Park's athletic fields and facilities and shall have authority to make all final decisions regarding the same, but shall exercise its authority in the spirit of good faith cooperation with NYO.



- b) The MOU shall allow NYO to utilize the Park's athletic fields and facilities to provide baseball programming for children between the ages of five through fifteen years, football programming for children between the ages of six through fourteen years, basketball programming for children between the ages of six through sixteen years, and softball programming for children between the ages of six through eighteen years.
- c) The MOU shall provide NYO with the authority and the responsibility to develop, maintain, and enhance the Park's athletic fields and facilities in a manner consistent with the MOU.
- d) The MOU shall provide NYO with the authority and primary responsibility for raising additional funds for the Park's athletic fields and facilities, and for overseeing the use of the funds it raises, making certain that the funds are utilized consistent with the MOU.
- e) The MOU shall have a term of five years with one five-year renewal option contingent upon the mutual agreement of NYO and the City.

Section 2.

To the extent that NYO 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 NYO.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

Feb 20, 2006
Feb 28, 2006

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ATLANTA AND THE NORTHSIDE YOUTH ORGANIZATION**

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2006, is between the City of Atlanta ("City") and the Northside Youth Organization, Inc. ("NYO") (collectively, "the Parties").

I. Background

NYO is a Georgia non-profit corporation dedicated to providing athletic programs for youth at Chastain Park (the "Park"). The City and NYO have worked together for over forty years providing such programming. During this time, NYO has contributed toward the improvement and maintenance of the Park's athletic facilities at its own expense. The Parties wish to enter a new agreement that continues and expands NYO's improvement, operation and maintenance of the Park's athletic facilities, and continues NYO's athletic programming for children. Specifically, NYO wishes to improve and maintain the following Park fields and facilities:

- (a) The two concession stands and three press boxes that are not adjacent to the Coach Robert Blackwell Memorial Plaque;
- (b) The athletic fields, dugouts, bleachers, stands, and other seating at the Blackwell Field, the Mickey Mantle Fields, the Bronco Field-Future Fields, the Sandy Koufax Field, the NYO Field (Field of Dreams), the T-Ball Field, and the Lake Forrest Fields;
- (c) The batting cages;
- (d) The gymnasium and its concession stands.

(All of the fields and facilities collectively shall be referred to as the "Facilities", and are more particularly shown on Exhibit "A", attached hereto and by this reference incorporated herein. Though NYO also utilizes the Dowis Building and the press box and concession stand adjacent to the Coach Robert Blackwell Memorial Plaque year-round, the Dowis Building, press box and concession stand are not included in the term "Facilities". The City's and NYO's agreement regarding the Dowis Building, and the press box and concession stand adjacent to the Coach Robert Blackwell Memorial Plaque will be addressed completely in a separate lease agreement). This arrangement will provide services to the Park that the City is unable to provide, and therefore this arrangement will benefit NYO, the City, and the citizens of Atlanta and its visitors wishing to utilize the Facilities. 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.

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 NYO in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Facilities.
- B. The City shall maintain its authority to make all final decisions regarding the Facilities, but shall exercise this authority in the spirit of good faith cooperation with NYO.
- C. All City decisions regarding the Facilities that arise from this MOU (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 NYO.
- D. NYO shall maintain the Facilities consistent with this MOU.
- E. Project proposals and implementation plans for improvements and other initiatives regarding the Facilities shall be prepared by NYO, based on available funds. NYO shall comply with the City's review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. NYO shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained. NYO shall not begin work 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.
- F. NYO shall be responsible for implementing the projects, improvements or other initiatives that have been approved as set forth in section IIE above.
- G. When a decision regarding the Facilities 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 NYO 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, this thirty day time limit shall not apply.
- H. The City shall have the right to oversee all work performed on and around the Facilities, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives. Though the City has the



right to oversee all work being performed at the Facilities by or on behalf of NYO, it is not obligated to do so. In addition, though the City has the right to suspend a project at the Facilities being performed by or on behalf of NYO 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 NYO 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 NYO is the responsibility of NYO and not the City.

- I. NYO shall have primary responsibility for raising additional funds for the Facilities, and will oversee the use of funds it raises, making certain that the funds are utilized consistent with this MOU. NYO may solicit and receive funds from individuals and corporate sponsors. In the event that a private sponsor requests recognition for its contribution in the form of on site signs or other notice to the public, NYO is not authorized to agree to such recognition unless and until receiving approval from the Commissioner. If multiple signs are used, they shall be consistent in overall shape and dimensions as approved by the Commissioner.
- J. Other parties may contribute to the improvement of the Facilities, as long as all gifts are in conformance with this MOU and subject to City approval and oversight. In addition, other parties may contribute to the improvement of other areas of the Park, and such improvements that do not interfere with the permitted uses of the Facilities shall not be subject to this MOU.
- K. The CITY shall be responsible for any claim, damage, loss or expense arising from the Facilities that is attributable to intentional or negligent acts, errors, or omissions by the CITY, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. NYO shall be responsible for any claim, damage, loss or expense arising from the Facilities that is attributable to intentional or negligent acts, errors, or omissions by NYO, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this MOU, nor this provision specifically, shall waive the City's nor NYO'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 Facilities.
- L. Any personnel employed by or volunteering on behalf of NYO shall be deemed "employees" or "volunteers" respectively of NYO, and shall not be deemed employees or volunteers of the City. NYO 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.

- M. NYO 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 around the Facilities by NYO's employees, volunteers, contractors and subcontractors, including but not 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.
- N. The City and NYO shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the implementation of this MOU.
- O. Neither the City nor NYO shall permit the sale of alcoholic beverages at NYO events occurring at the Facilities.
- P. NYO and the Commissioner or her/his designee shall meet monthly for planning and review of the recreational programs conducted by NYO and to review their respective efforts and performances under this MOU.
- Q. The Commissioner may designate a person to be on the NYO Board of Directors, as a non-voting member, and NYO shall accommodate said request as soon as possible.
- R. NYO shall not assign nor transfer any of the rights set forth in this MOU without prior written approval from the Commissioner.
- S. NYO shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by NYO and all costs incurred by NYO, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU unless otherwise specified by applicable law. The City of Atlanta or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit NYO's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.
- T. Title to all of NYO's improvements of such a nature as cannot be removed without substantial damage to the Facilities, or some portion thereof, shall vest in the City upon completion of construction or installation.



III. City Responsibilities

In addition to the responsibilities set forth in other sections of this MOU, the City shall have the following responsibilities:

- A. Provide sanitation services for the Facilities at no cost to NYO. Sanitation services shall include scheduled garbage collection consistent with the City's garbage collection schedule in other parks.
- B. Provide maintenance of all areas located outside of the fences defining the Sandy Koufax, Mickey Mantle, NYO, T-Ball, Lake Forrest and Blackwell Fields, including seeding, planting, fertilizing, and mowing of grass, at times that do not interfere with NYO's use of the fields.
- C. Provide, or arrange and pay for electricity at the Sandy Koufax, Mickey Mantle, Lake Forrest, NYO and Blackwell Fields and at the Lake Forrest Field batting cages.
- D. Maintain lights and bulbs at the Sandy Koufax, Mickey Mantle, Lake Forrest, NYO, and Blackwell Fields and at the Lake Forrest Field batting cages.
- E. Perform or cause to be performed all repairs to the Facilities' two concession stands and three press boxes, where said repairs are valued at equal to or greater than \$1,000, provided that normal repairs have been effected by NYO on a regular basis. Such repairs include, without limitation, plumbing, electrical, and roofing repairs valued at \$1,000 or more. NYO shall not allow repairs to accumulate to such a degree that the aggregate of expenses exceeds \$1,000. NYO shall report the need for such repairs to the Bureau of Parks' Customer Service Call Center within twenty-four hours of becoming aware of the repair need, and the Bureau of Parks shall arrange for and schedule the repairs.
- F. Make certain that all funds committed by the City to the Facilities are used effectively, efficiently, and as intended.

IV. NYO Responsibilities

In addition to the responsibilities set forth in other sections of this MOU, NYO shall have the following responsibilities regarding the Facilities:

- 
- A. Provide year-round maintenance of the areas located inside of the fences of the Blackwell Field, the Mickey Mantle Fields, the Bronco Field-Future Fields, the Sandy Koufax Field, the NYO Field, the T-Ball Field, and the Lake Forrest Fields, including the fields, the pitcher's mounds, the base paths, and the foul territories. Said maintenance shall include without limitation annual seeding, planting, semi-annual fertilizing, and mowing of grass. NYO shall also be responsible for purchasing the materials necessary to perform said maintenance.
 - B. Perform minor grading, installation bases, backstops and goal posts.
 - C. Maintain and repair all fences, including backstops, enclosing the Sandy Koufax, Mickey Mantle, Bronco, NYO, Blackwell, Lake Forrest, T-Ball, and Future Fields.
 - D. Maintain, trim, and if necessary replace shrubbery around all of the athletic fields, and in front of the Dowis Building and concession stands.
 - E. Weed all shrubbery beds around the Dowis Building and concession stands.
 - F. NYO shall submit a maintenance plan to the Commissioner by February 1 of each year of the Term of this MOU. The maintenance plan shall set forth the maintenance activities for the Field that NYO proposes to perform, or have performed, in the upcoming twelve months, and NYO shall not begin said maintenance until the maintenance plan is approved in writing by the Commissioner or her/his designee.
 - G. Provide year-round maintenance and repair of the stationary bleachers and stands at the Sandy Koufax, Mickey Mantle, NYO, Lake Forrest, Bronco and Future Fields, and pay for all materials required for the maintenance and repairs.
 - H. Provide year-round litter control.
 - I. Provide pest control services.
 - J. NYO shall be permitted, at its sole discretion and expense, to provide and maintain portable restrooms at any of the Facilities, contingent upon receiving a permit from the Bureau of Parks and the Fulton County Health Department.
 - K. Perform or cause to be performed all repairs to the Facilities' two concessions stands, and three press boxes, where said repairs are valued at less than \$1,000.

- 
- L. Have all of NYO's coaches participate in a national or NYO sponsored Coaches Certification and/or qualifications Program.
 - M. NYO shall have the right, at its sole cost and expense, to improve or add to the Facilities, provided that NYO shall first obtain the written approval of the Commissioner, including without limitation approval of the location, materials, quality and design of said proposed improvements.
 - N. Provide off-duty officers until other "reasonable means" of parking control can be established for parking security during times of peak use of the Facilities. The Commissioner or her/his designee shall consult with NYO on parking control options, and subsequently "reasonable means" shall be determined by the Commissioner in her/his sole discretion.
 - O. Actively pursue and engage in fundraising, including without limitation selling concessions from the concession stands, to support initiatives for enhancing the Facilities.
 - P. Support maintenance and programming activities necessary to improve and protect the Facilities consistent with this MOU.
 - Q. Serve as the major catalyst for interested parties to be involved with the Facilities through advocacy, volunteer, and/or fundraising activities, and through working with NYO's Board of Directors.
 - R. Notify the City within twenty-four hours upon discovering a safety, sanitary, and/or maintenance issue that needs to be addressed, regardless of whether the issue pertains to the Facilities or the Park generally, and regardless of whether NYO intends to resolve the issue.
 - S. In addition to any other permits that may be required, NYO shall receive approval from the Commissioner for all special events at the Facilities fourteen days prior to the event, including without limitation dedications, opening ceremonies, and tournaments. For events requiring an Outdoor Festival permit, application must be made 90 days in advance.
 - T. Make certain that all funds committed by or to NYO for use regarding the Field are used effectively, efficiently, and as intended.

V. Use of the Facilities

- A. NYO shall utilize the Facilities to provide baseball programming for children between the ages of five through fifteen years, football programming for children between the ages of six and fourteen years, basketball programming for children between the ages of six and sixteen



years, and softball programming for children between the ages of six and eighteen years.

- B. NYO shall determine the number of teams involved in the NYO programs, games, and practice sessions, and shall submit a schedule of each to the Bureau of Recreation Facility Manager at Chastain Park. All NYO programs, games and practice sessions must receive prior written approval from the Bureau of Recreation Facility Manager at Chastain Park.
- C. For purposes of this Section V, "priority use" means the ability to reserve that portion of the Facilities at issue prior to any other person's having an opportunity to reserve that portion of the Facilities.
- D. NYO shall have year-round priority use of the two concession stands, the three press boxes, and the batting cages, for use that is consistent with section V(A) above.
- E. NYO shall have year-round priority use of the following fields, including their dugouts, bleachers, stands, and other seating, for use that is consistent with section V(A) above: the Blackwell Field, the Mickey Mantle Fields, the Bronco Field-Future Fields, the NYO Field, and the Lake Forrest Fields.
- F. NYO shall have priority use of the Sandy Koufax Field from February 1 through July 1 of each year of the Term of this MOU, for use that is consistent with section V(A) above.
- G. NYO shall have priority use of the T-Ball Field from January 15 through June 15 of each year of the Term of this MOU, for use that is consistent with section V(A) above.
- H. NYO shall have use of the Park's gymnasium from November 1 through March 1 of each year of the Term of this MOU, at no cost, for the purpose of conducting the NYO basketball program. NYO shall submit for approval a written proposed schedule to the Commissioner or her/his designee prior to September 30th of each year of the Term of this MOU.
- I. NYO shall not sublease any portion of the Facilities. The City shall be responsible for taking reservations for the Facilities year-round and keeping a calendar of said reservations. The City shall provide NYO with a copy of the calendar upon request. Reservation recipients other than NYO shall be required to post a refundable \$100 sanitation bond with the City.



VI. Contractors Performing Work on the Field

- A. NYO shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with NYO 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 Field for or on behalf



of NYO, and shall be included in a contract between NYO 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. NYO 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 NYO, 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 Field for or on behalf of NYO 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 Field:



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 Field for or on behalf of NYO 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 NYO to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this MOU, at the election of the CITY, may be declared forthwith suspended, discontinued, or terminated. Failure of NYO's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve NYO, 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.

VII. 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.

VIII. Suspension of Work and Termination of MOU

- A. In the event that the City determines that any work being performed on the Field, or any failure to perform work on the Field, 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 NYO in writing and shall articulate the corrective action required. The City shall state the number of days that NYO 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 NYO indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. NYO shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that NYO 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 NYO 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 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



NYO 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. NYO shall reimburse the City for the reasonable cost of performing the work.

4. In the event that the City and NYO disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution (“ADR”) in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the ADR.

5. Should the Parties be unable to resolve the corrective action issue after ADR, the City shall have the right to terminate this MOU for cause, at no cost to the City.

B. In the event that the City determines that any work being performed on the Field creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify NYO, 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 Field is creating a safety hazard, the City shall close the Field, and shall bear no cost associated with the closure. The City shall immediately notify NYO, in writing and by telephone, that the Field has been closed and the corrective action required. The Field 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 of the Parties. In the event of such termination, NYO shall remain obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, pursuant to section IV T above.

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

(Signature lines on next page)



ATTEST:
Sworn to and subscribed
Before me this _____ day
of _____, 2006.

Notary Public

**NORTHSIDE YOUTH
ORGANIZATION, INC.:**

_____, PRESIDENT

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED:

APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Chief Financial Officer

Recommended:

APPROVED:

Chief Operating Officer

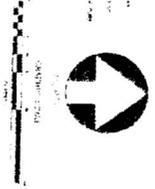
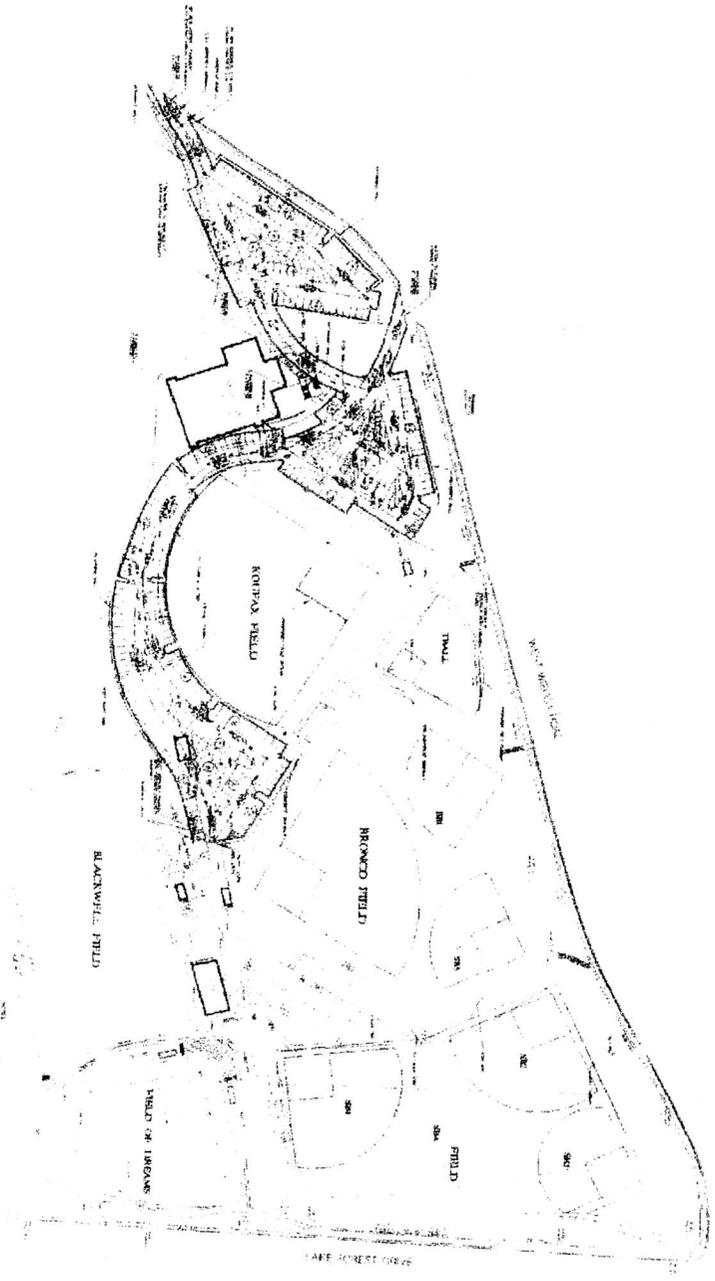
Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney



DATE: 10/15/03
 DRAWN BY: J. MOORE
 CHECKED BY: J. MOORE



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
 4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
 5. ALL UTILITIES SHALL BE MARKED WITH PINK PASTE AND FLAGGED AT 5' INTERVALS.
 6. ALL UTILITIES SHALL BE MARKED WITH PINK PASTE AND FLAGGED AT 5' INTERVALS.
 7. ALL UTILITIES SHALL BE MARKED WITH PINK PASTE AND FLAGGED AT 5' INTERVALS.

DATE: 10/15/03
 DRAWN BY: J. MOORE
 CHECKED BY: J. MOORE

JAMES & MOORE
 ENGINEERS & ARCHITECTS
 1000 W. 10th Street
 Des Moines, IA 50319
 515-281-1111
 www.jamesandmoore.com

NORTHSIDE YOUTH ORGANIZATION
 PARK IMPROVEMENTS
 NORTH SIDE YOUTH ORGANIZATION
 1000 W. 10th Street
 Des Moines, IA 50319
 515-281-1111
 www.northsideyouth.org

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMIT	10/15/03	J. MOORE
2	ISSUED FOR CONSTRUCTION	10/15/03	J. MOORE
3	ISSUED FOR AS-BUILT	10/15/03	J. MOORE

RCS# 66
2/20/06
2:15 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT I PG(S) 3-22 EXCEPT 06-R-0433
06-R-0377 06-R-0501
ADOPT

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 1

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

CONSENT I

06-0372
(For Write In Use Only)

A RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON
BEHALF OF THE CITY, TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE
NORTHSIDE YOUTH ORGANIZATION, INC.;
AND FOR OTHER PURPOSES.

ADOPTED BY

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 Voice RC Vote

CERTIFIED

FEB 20 2006

CERTIFIED
FEB 20 2006

Rachel Davidson Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

FEB 28 2006

MAYOR

EXHIBIT B

FIRST RENEWAL AGREEMENT
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA
AND NORTHSIDE YOUTH ORGANIZATION, INC.

This First Renewal Agreement (“First Renewal Agreement”) is entered into this _____ day of _____, 2012, between the City of Atlanta (“City”) and Northside Youth Organization, Inc. (“NYO”) (collectively, the “Parties”).

WHEREAS, the Atlanta City Council approved NYO to provide athletic programs for youth at Chastain Park (“Park”) pursuant to Resolution 06-R0372, which was adopted on February 20, 2006, and approved by the Mayor on February 28, 2006; and

WHEREAS, the City and NYO entered into a Memorandum of Understanding (“MOU”) dated _____ setting forth the terms of NYO’s role regarding athletic programming at the Park; and

WHEREAS, the initial term of the MOU is five (5) years, with the right to renew for one additional five (5) year term; and

WHEREAS, the initial five (5) year term expired on _____; and

WHEREAS, the Parties entered into a ninety (90) day extension of the MOU expiring on _____ to allow for completion of this First Renewal Agreement;

WHEREAS, the City would like to continue the relationship with the NYO because of the benefits to the Park and to those who use it; and

WHEREAS, the Commissioner of the Department of Parks, Recreation and Cultural Affairs has reviewed the performance of NYO under the terms of the MOU and

recommends to the City that the MOU be renewed for an additional five (5) year term, commencing effective _____ and ending on _____; and

WHEREAS, this First Renewal Agreement was approved pursuant to Resolution _____, adopted by the Atlanta City Council on _____, and approved by the Mayor on _____.

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The MOU is renewed for one additional five (5) year term, commencing _____ and ending on _____.
2. All of the terms and provisions of the MOU shall remain in full force and effect.
3. The Parties agree that this First Renewal Agreement will not become binding on the City, and the City will incur no liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal clerk and delivered to NYO.

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

Signature Lines on Next Page

CITY OF ATLANTA

NORTHSIDE YOUTH ORGANIZATION,
INC.

MAYOR

PRESIDENT

ATTEST:

MUNICIPAL CLERK (SEAL)

RECOMMENDED:

COMMISSIONER,
DEPARTMENT OF PROCUREMENT

COMMISSIONER, DEPARTMENT
OF PARKS, RECREATION AND
CULTURAL AFFAIRS

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY