

13-12-0005

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A RESOLUTION BY DEVELOPMENT/HUMAN COMMUNITY RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MOREHOUSE COLLEGE REGARDING BASEBALL PROGRAMMING AT PERKERSON PARK; AND FOR OTHER PURPOSES.

ADOPTED BY
JAN 2 2 2013
COUNCIL

- CONSENT REFER
 - REGULAR REPORT REFER
 - ADVERTISE & REFER
 - 1ST ADOPT 2ND READ & REFER
 - PERSONAL PAPER REFER
- Date Referred: _____
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First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee
CD/HHR

Date
1/15/13

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

[Handwritten signatures]

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

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Members

Refer To

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Other

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Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION

1st & 2nd 3rd

Readings

Consent V Vote RC

Vote

CERTIFIED

JAN 2 2 2013

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED

JAN 2 2 2013

[Signature]

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JAN 3 1 2013

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 MEMORANDUM OF UNDERSTANDING WITH MOREHOUSE COLLEGE REGARDING BASEBALL PROGRAMMING AT PERKERSON PARK; AND FOR OTHER PURPOSES.

WHEREAS, Morehouse College (“Morehouse”) is an Atlanta-based, liberal arts college for men; and

WHEREAS, the Morehouse athletics program includes a baseball team that has utilized the large baseball field (“Field”) at the City of Atlanta’s (“City”) Perkinson Park (“Park”), located at 770 Deckner Avenue, S.W.; and

WHEREAS, Morehouse has expressed the desire to continue holding its baseball practices and home games at the Park; and

WHEREAS, Morehouse shall continue performing maintenance of the Field, at its own expense during the periods it utilizes the Field, in exchange for priority use of the Field at no cost to Morehouse; and

WHEREAS, the City desires to facilitate Morehouse’s programming and maintenance of the Field, and facilitate the cooperative relationship between the City and Morehouse by entering a Memorandum of Understanding that establishes the roles and obligations of the City and Morehouse.

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 Memorandum of Understanding with Morehouse in substantially similar form to document attached hereto as Exhibit “A” (the “MOU”).

BE IT FURTHER RESOLVED, that the MOU shall set out the roles and obligations of each of the parties regarding the Field at the Park, and regarding Morehouse’s baseball programming thereon. Said MOU shall at a minimum provide the following:

- a) The MOU shall make clear that the City owns the Park, including the Field, and shall have authority to make all final decisions regarding the Park. The City shall exercise its authority in the spirit of good faith cooperation with Morehouse.
- b) The MOU shall allow Morehouse to utilize the Field at no cost for its practices and games.



- c) The MOU shall provide Morehouse with the authority and responsibility to maintain the Field, in a manner consistent with the MOU.
- d) The MOU shall have a term of three years, with a renewal option of three years contingent upon the mutual consent of Morehouse and the City.

BE IT FURTHER RESOLVED, that to the extent that Morehouse is donating time and resources to the City, the City hereby accepts the donation.

BE IT FURTHER RESOLVED, that the City Attorney or her designee 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 or her designee.

BE IT FINALLY RESOLVED, that 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 Morehouse.

A true copy,

Deputy Municipal Clerk

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

January 22, 2013
January 31, 2013



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND MOREHOUSE COLLEGE

This Memorandum of Understanding (“MOU”), dated this ____ day of _____, 2013, is between the City of Atlanta (“City”) and Morehouse College (“Morehouse”) (collectively, the “Parties”).

I. Background

Morehouse College is an outstanding Atlanta-based institution of learning for men. Morehouse’s athletics program is an essential part of the educational experience that the College offers. The program encourages physical fitness, achievement, fellowship, and pursuit of excellence, allowing students to develop as players and individuals. A key component of the athletics program is baseball. The College operates its baseball program at the City-owned Perkerson Park (the “Park”), located at 770 Deckner Ave. SW, Atlanta, and the large baseball field thereon (the “Field”). The purpose of this MOU is to lay the foundation for the partnership between the Parties regarding use, maintenance, and programming of the Field, 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 Morehouse in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Park.
- B. The City shall maintain its authority to make all final decisions regarding the Park, including without limitation the Field, but shall exercise this authority in the spirit of good faith cooperation with Morehouse.
- C. All City decisions regarding the Field that arise from this MOU (i) shall be made by the Commissioner or Acting Commissioner of the Department of Parks, Recreation, and Cultural Affairs (“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 Morehouse.



- D. When a decision regarding the Field 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 Morehouse within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to Subsection II(C) above, this thirty day time limit shall not apply.
- E. The City shall have the right to oversee all work performed on and around the Field, including but not limited to basic maintenance, projects, construction of capital improvements, landscaping, and other initiatives. Though the City has the right to oversee all work being performed at the Field by or on behalf of Morehouse, it is not obligated to do so. In addition, though the City has the right to suspend a project at the Field being performed by or on behalf of Morehouse 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 Morehouse 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 Morehouse is the responsibility of Morehouse and not the City.
- F. In the event that Morehouse raises additional funds for the Field, it shall make certain that the funds are utilized in a manner that is consistent with this MOU. Morehouse may solicit and receive funds from individuals and corporate sponsors. Morehouse understands that it may install 2.5 feet by 36 inch wood placards or reinforced banners (provided that the banner material is permitted by the Atlanta Fire Rescue Department where applicable) on a rotating basis on the Field's fences, facing inward, to recognize donors for their contributions, provided that Morehouse completes an on-line City Gift Reporting Form annually, disclosing each of the gifts received, and provided that no donor shall be recognized by a placard for more than four (4) months in a twelve month period. These placards may be in place during Morehouse home games only, unless otherwise approved in writing by the Commissioner or his/her designee. In the event that a private Morehouse sponsor requests some other form of recognition for its contribution in the form of larger or more permanent on site signs or other notice to the public, Morehouse is not authorized to agree to such recognition unless and until receiving written approval from the Commissioner and/or the Atlanta City Council. The City shall determine whether City Council approval is required. If multiple signs are used, they shall be consistent in overall shape and dimensions as approved by the Commissioner.
- G. Other parties may contribute to the improvement of the Field, 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 shall not be made through Morehouse and shall not be subject to this MOU.

- H. The City shall be responsible for any claim, damage, loss or expense arising from the Field that is attributable to intentional or negligent acts, errors, or omissions by the City, its officials and/or employees, its consultants/contractors or their officers, agents or employees, and/or its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Morehouse shall be responsible for any claim, damage, loss or expense arising from the Field that is attributable to intentional or negligent acts, errors, or omissions by Morehouse, its officers and/or employees, 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 Morehouse'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 anyone else performing work at or related to the Field. This subsection shall survive the termination or expiration of this MOU.
- I. Any personnel employed by or volunteering on behalf of Morehouse shall be deemed "employees" or "volunteers" respectively of Morehouse, and shall not be deemed employees or volunteers of the City. Morehouse 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.
- J. Morehouse 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 Field by Morehouse, including without limitation Morehouse's employees, volunteers, contractors and subcontractors, and 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. Morehouse shall provide the City with an additional insured endorsement confirming the commercial general liability coverage.
- K. The City and Morehouse 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.
- L. Neither the City nor Morehouse shall permit the sale or consumption of alcoholic beverages at Morehouse events.



- M. Morehouse shall not collect rent or any other fees for parking on City property.
- N. Morehouse shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by Morehouse and all costs incurred by Morehouse, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU, including any renewal, unless otherwise specified by applicable law. The City 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 Morehouse's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.
- O. Title to all of Morehouse's improvements to the Field that are of such a nature as cannot be removed without damage to the Field or some portion thereof, shall vest in the City upon completion of construction or installation.
- P. When new improvements to the Field are completed by Morehouse, Morehouse will submit copies of "as built" drawings to the Commissioner for future reference.

III. Use of the Field

- A. Morehouse shall utilize the Field to provide baseball programming for its registered students.
- B. Morehouse shall have use of the Field during the following times (collectively "Use Times"):
 - 1) Morehouse shall have priority use from January 1st through May 15 and From September 1st through Thanksgiving throughout the Term of this MOU: Mondays through Fridays from 3:30pm to 5:30pm; Saturdays from 10:00am to 6:00pm; and Sundays from 10:00am to 6:00pm.
- C. The Parties may change the Use Times without formally amending this MOU. New Use Times may be established through a letter amendment that is signed by both Morehouse and the Commissioner, and that is attached to the executed MOU.
- D. The City shall be responsible for maintaining Morehouse's schedule of Use Times. It shall also be responsible for taking reservations for the Field year-round and keeping a calendar of said reservations. The City shall not allow reservations during Morehouse's Use Times absent consent of Morehouse. Morehouse may reserve the Field for times other than the



Use Times, provided that no reservation has been made previously for the time requested by Morehouse and provided. Morehouse shall not be required to post a sanitation bond for Field use.

- F. Morehouse shall not sublease the Field or any portion thereof.
- G. Morehouse will not lock or otherwise prohibit access to the field.

IV. City Responsibilities

In addition to the responsibilities set forth in other sections of this MOU, the City shall have the following responsibilities. These responsibilities will be met in a manner commensurate with the City's adopted budget for each year during the term of this MOU:

- A. Provide sanitation services for the Field, or cause them to be provided, at no cost to Morehouse. Sanitation services shall include scheduled garbage collection, except that Morehouse shall be responsible for arranging and paying for its own sanitation services for special events sponsored by Morehouse such as multi-day tournaments.
- B. Maintain the fencing around the Field, or cause it to be maintained, throughout the year. This maintenance shall not include installation, repair or removal of the placards described in section II F.
- C. Provide routine maintenance of the Field, or cause it to be maintained, from May 15 through August 31, and from December 1 through December 31 of each year of the term of this MOU, except for Field fertilization as described in Section V(A) below.
- D. Provide, or arrange and pay for water utility service for the Field. The water service provided shall be subject to and in compliance with the water restrictions in place at any given time.
- E. At the time of executing this MOU, Morehouse does not and does not intend to utilize electricity at the Field. Should Morehouse decide that it will utilize electricity, the City will provide, or arrange and pay for electric utility service for the Field, provided that Morehouse reimburses the City for its electric use as described in Subsection V (H) below.
- F. Make existing restrooms available to Morehouse based upon the criteria set forth in Subsections V(D) and V(E) below. In the event that the City allows the existing restrooms to be utilized by a person or entity other than Morehouse, the City shall clean, or cause to be cleaned, the existing restrooms immediately after such use.
- G. Perform or cause to be performed all repairs to the Field, to the Park, and/or to the Park's existing restrooms to the extent that the repair need



arises from causes unrelated to Morehouse's use of the Field, but only to the extent that the City has adequate financial resources allocated for such repair.

- H. In the event that the City does not have adequate financial resources to pay for necessary repairs and/or maintenance as contemplated in Subsections B, C, and G of this Section IV, and Subsection V(E) below, the Commissioner may consult with Morehouse to determine what if any financial resources Morehouse may contribute to the project at issue. In no event shall Morehouse be required to assist with the payment of any repair or maintenance except as set forth in Section V below. Where adequate financial resources are not available for any required repair or maintenance, the Commissioner, at her/his sole discretion, may terminate this Agreement without cause, whereupon all rights and obligations of the Parties hereto shall terminate.

V. MOREHOUSE Responsibilities

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

- A. Provide routine maintenance of the Field (including without limitation the pitcher's mound and base paths) weekly between January 1 through May 15 and September 1 and Thanksgiving of each year of the Term of this MOU, including: mowing, trimming and blowing of turf on a weekly basis, dragging and raking the Field before and/or after Morehouse usage of the same; lining the Field as needed. In addition, Morehouse shall clean out the dugouts and pick up trash on and in the immediate area surrounding the Field after each Morehouse Field use. Lastly, throughout the Term of this MOU, Morehouse shall: aerate the Field each January and September; apply appropriate pre-emergent pesticides to the Field each February and September complying with all federal and state regulations governing their use; and seed the Field on or around each April 15th. Morehouse shall also be responsible for purchasing the materials necessary to perform said maintenance.
- B. Morehouse shall have the exclusive right to sell concessions at the Field during Morehouse-sponsored games, tournaments, and special events. Morehouse may utilize the Field's concession stands for such sales.
- C. Provide security at, and submit a security plan for all Morehouse tournaments occurring on the Field. The security plan must be submitted no later than 3 weeks before each tournament to which the plan applies. Morehouse shall not hold a tournament at the Field unless and until the Commissioner or her/his designee has approved the applicable security plan in writing.



- D. Unlock the Park's existing restrooms prior to Morehouse's scheduled use of the Field, and lock them each day after the last scheduled use is complete. Where the restrooms are unlocked, Morehouse shall clean, or cause to be cleaned, the existing restrooms during and after Morehouse tournaments and special events, and immediately after Morehouse's other scheduled use of the Field.
- E. Perform, or cause to be performed, and pay for the maintenance, repair, and general upkeep of the Park's concession and ballfield buildings. The City shall pay for any portion of a particular repair or maintenance that exceeds a cost to Morehouse of over \$2,000, provided that Morehouse did not allow the repairs to accumulate to such a degree that the aggregate of expenses exceeded \$2,000 total. This Morehouse obligation shall not apply to the extent that the maintenance or repair arises from the negligence or willful misconduct of the City. Where the City does not have adequate funds to provide the necessary repairs costing greater than \$2,000, the Parties shall follow the provisions set forth in Subsection IV (H) above.
- F. Provide portable restroom facilities at the Field during all Morehouse home- tournaments. Morehouse must obtain a permit from the Office of Parks and the Fulton County Health Department for the use of the portable restrooms. Morehouse shall secure any portable restrooms on site overnight or at any other time when Morehouse is not using the Field.
- G. Perform or cause to be performed all repairs to the Field, to the Park, and/or to the Parks' existing restrooms to the extent that said repair need arises from Morehouse's use of the Field or from implementation of this MOU.
- H. In the event that Morehouse decides to utilize electricity on the Field, as described in Section IV(E) above, Morehouse shall reimburse the City for the utility costs associated with Morehouse's use of the Field' lights. The City will calculate Morehouse's usage costs and will bill Morehouse for the same. Morehouse will reimburse the City within forty-five days of receiving the City's bill.
- I. Morehouse shall have the right, at its sole cost and expense, to make capital improvements to the Field or the Park, provided that Morehouse complies with the City's review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The process shall include without limitation: 1) Morehouse's preparation of project proposals and implementation plans for said improvements and other initiatives; 2) Morehouse's receipt of written approval for the proposals and plans from the Commissioner, including without limitation approval of the location, materials, quality



and design of said proposed improvements and plans; and 3) Morehouse's determination of any and all other governmental bodies and/or regulatory agencies from which approval must be obtained, and Morehouse's receipt of said approval. Morehouse shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, obtained the proper permits, and until it has received written approval from any other governmental body or regulatory agency from which approval is required.

- J. Provide written notice to the Commissioner of the primary contact person for Morehouse and all of that person's contact information, including without limitation an email address and mobile telephone number. Morehouse must keep this information current.
- K. Be aware of and require all of its participants, volunteers, staff/employees, and spectators to follow the City's rules, ordinances, and other applicable laws.
- L. Notify the Office of Parks' Customer Service Call Center 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 Field or the Park generally, and regardless of whether Morehouse intends to resolve the issue. Where Morehouse intends to resolve the issue, it should notify the Call Center of its intent.
- M. Notify the Commissioner within twenty four hours of any accidents and/or injuries to Morehouse staff/employees, volunteers, participants or visitors.
- N. Notify the Commissioner within three hours or sooner of learning of any emergency event regarding or arising from the Field and/or Morehouse's use of the Field, and/or the Park generally, that involves the media, the police or fire departments or emergency medical services.
- O. Make certain that all funds committed by or to Morehouse for use regarding the Field are used effectively, efficiently, and as intended. This subsection shall survive the termination or expiration of this MOU.

VI. Contractors Performing Work on the Field

- A. Morehouse shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with Morehouse 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 Morehouse, and shall be included in a contract between Morehouse 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. Morehouse 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. In addition, the City shall require an additional insured endorsement confirming the commercial general liability coverage.

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 Morehouse, 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 Morehouse 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 Morehouse 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.
3. Waiver of Subrogation in favor of the City of Atlanta.

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 Morehouse 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 a Neighborhood Group's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve Morehouse, 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 additional insured endorsement for the commercial general liability coverage, and 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 three (3) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional three-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 project, improvement or initiative plans approved as set forth in Subsection V(I) above, the City shall immediately contact Morehouse in writing and shall articulate the corrective action required. The City shall state the number of days that Morehouse 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 Morehouse indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. Morehouse 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 Morehouse 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 Morehouse 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 Morehouse 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. Morehouse shall reimburse the City for the reasonable cost of performing the work.

4. In the event that the City and Morehouse 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. Where the offending action is a failure by Morehouse to perform the maintenance work required by this MOU, the City shall have the right to set forth the corrective action required pursuant to the guidelines set forth in this section VIII, subsections (A)(1, 2, and 3). Morehouse shall not have the right to challenge the corrective action required through ADR or in any other legal or administrative forum. Should Morehouse fail to perform the maintenance-related corrective action in the time-frame established by the City, the City shall have the right to terminate this MOU for cause, at no cost to the City.
 5. Should the Parties be unable to resolve the corrective action issue after ADR (except for maintenance issues where ADR is not available, as described in paragraph 4 immediately above), 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, or any portion of 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 Morehouse, 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, or any portion of the Field, is creating a safety hazard, the City shall close the Field, or the impacted portion thereof, and shall bear no cost associated with the closure. The City shall immediately notify Morehouse, in writing and by telephone, that the Field or some portion thereof have been closed and the corrective action required. The Field, or the impacted portion of 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, Morehouse shall remain



obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, pursuant to paragraph V(O) above. Furthermore, in the event of such termination, the City will honor all of Morehouse's existing Use Times for the Field through the end of the season in which the termination notice is provided, unless the City has reasonable cause to cancel said Use Times.

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

ATTEST:
Sworn to and subscribed

MOREHOUSE COLLEGE



Before me this _____ day
of _____, 2013.

Notary Public

, PRESIDENT

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

KASIM REED, MAYOR

RECOMMENDED:

APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

RCS# 2508
1/22/13
2:35 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I; ALL ITEMS
EXCEPT 12-O-1820
ADOPT

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

Y Smith	B 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

		01-22-13
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 12-O-0774	35. 13-R-0046	69. 13-R-0080
2. 12-O-1744	36. 13-R-0047	70. 13-R-0081
3. 12-O-1763	ITEMS ADVERSED ON CONSENT	71. 13-R-0082
4. 12-O-1764	37. 13-R-0048	72. 13-R-0083
5. 12-O-1776	38. 13-R-0049	73. 13-R-0084
6. 13-O-0104	39. 13-R-0050	74. 13-R-0085
7. 13-R-0004	40. 13-R-0051	75. 13-R-0086
8. 13-R-0005	41. 13-R-0052	76. 13-R-0087
9. 13-R-0107	42. 13-R-0053	77. 13-R-0088
10. 13-R-0035	43. 13-R-0054	78. 13-R-0089
11. 13-R-0036	44. 13-R-0055	79. 13-R-0090
12. 13-R-0101	45. 13-R-0056	80. 13-R-0091
13. 13-R-0006	46. 13-R-0057	81. 13-R-0092
14. 13-R-0008	47. 13-R-0058	82. 13-R-0093
15. 13-R-0009	48. 13-R-0059	83. 13-R-0094
16. 13-R-0010	49. 13-R-0060	84. 13-R-0095
17. 13-R-0012	50. 13-R-0061	85. 13-R-0096
18. 13-R-0014	51. 13-R-0062	
19. 13-R-0017	52. 13-R-0063	
20. 13-R-0018	53. 13-R-0064	
21. 13-R-0019	54. 13-R-0065	
22. 13-R-0033	55. 13-R-0066	
23. 13-R-0031	56. 13-R-0067	
24. 13-R-0105	57. 13-R-0068	
25. 13-R-0106	58. 13-R-0069	
26. 13-R-0037	59. 13-R-0070	
27. 13-R-0038	60. 13-R-0071	
28. 13-R-0039	61. 13-R-0072	
29. 13-R-0040	62. 13-R-0073	
30. 13-R-0041	63. 13-R-0074	
31. 13-R-0042	64. 12-R-0075	
32. 13-R-0043	65. 13-R-0076	
33. 13-R-0044	66. 13-R-0077	
34. 13-R-0045	67. 13-R-0078	
	68. 13-R-0079	