

13-*R*-3276

(Do Not Write Above This Line)

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

FINAL COUNCIL ACTION

2<sup>nd</sup>  1<sup>st</sup> & 2<sup>nd</sup>  3<sup>rd</sup>  
Readings  
 Consent  V Vote  RC Vote

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 THE BOYS  
AND GIRLS OF METRO ATLANTA  
AND THE CITY OF ATLANTA; AND  
FOR OTHER PURPOSES.

*substitute*

ADOPTED BY

JUL 01 2013  
COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred \_\_\_\_\_  
Referred To: \_\_\_\_\_

Date Referred \_\_\_\_\_  
Referred To: \_\_\_\_\_

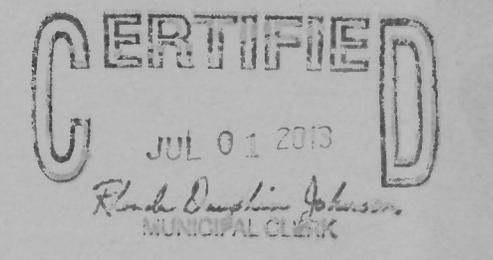
Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_

Committee CDHR  
Date 6/25/13  
Chair Joyce Shepherd  
Action (C) Fav, Adv, Hold (see rev. side)  
Other Substitute  
Members [Signature]  
[Signature]  
[Signature]  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
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Committee \_\_\_\_\_  
Date \_\_\_\_\_  
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Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_  
Members \_\_\_\_\_  
Refer To \_\_\_\_\_

Committee \_\_\_\_\_  
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Chair \_\_\_\_\_  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
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Members \_\_\_\_\_  
Refer To \_\_\_\_\_



MAYOR'S ACTION

APPROVED

JUL 10 2013

WITHOUT SIGNATURE  
BY OPERATION OF LAW

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

**13-R-3276**

**A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOYS AND GIRLS CLUB OF METRO ATLANTA FOR THE PURPOSE OF PROVIDING PROGRAMMING AT VARIOUS CITY OF ATLANTA RECREATION CENTERS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Boys and Girls Club of Metro Atlanta (“BGCMA”) is a Georgia non-profit corporation dedicated to providing quality community programs to metro Atlanta children; and

**WHEREAS**, the City of Atlanta (“City”) owns and operates the Thomasville, Adamsville, Ben Hill and Pittman Recreation Centers (collectively “Centers”) where it is committed to providing high quality programming for its metro Atlanta youth; and

**WHEREAS**, the BGCMA has successfully provided afterschool and weekend programming at the Thomasville Recreation Center at no cost to the City and has offered to extend its services to the Adamsville, Ben Hill and Pittman Recreation Centers as well; and

**WHEREAS**, BGCMA and the City desire to partner and enter into a Memorandum of Understanding in order to provide after-school and weekend programs of recreational, educational, and cultural activities for children at the Centers, with BGCMA serving as a vendor of the City’s programs at no cost to the City for a term of one (1) year with two (2) one (1) year renewal options by mutual consent of the parties; and

**WHEREAS**, the City’s Department of Parks, Recreation and Cultural Affairs (“DPRCA”) recommends that the City allow BGCMA to perform this role.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor or his designee, on behalf of the City, is hereby authorized to enter into a Memorandum of Understanding (“MOU”) between the City and BGCMA under which BGCMA shall provide operation, maintenance, and programming at the Centers at no cost to the City for a term of one ( 1 ) year with two (2) one (1) year renewal options by mutual consent of the parties.

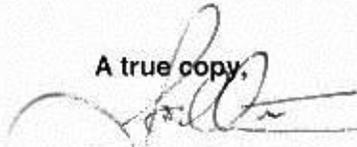
**BE IT FURTHER RESOLVED**, that to the extent BGCMA is donating time and resources to the City, the City hereby accepts such donation.

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



**BE IT FINALLY RESOLVED**, that the MOU shall not become binding on the City, and the City shall incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to BGCMA.

A true copy,



Deputy Clerk

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

JUL 01, 2013  
JUL 10, 2013



## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND BOYS & GIRLS CLUBS OF METRO ATLANTA

This Memorandum of Understanding ("MOU"), dated this \_\_\_\_ day of \_\_\_\_\_, 2013 is between the City of Atlanta ("City") and the Boys & Girls Clubs of Metro Atlanta, Inc. ("Partner" or "BGCMA"), a non-profit corporation of the State of Georgia, ("collectively" the "Parties", or singularly the "Party").

### I. Background

The Boys & Girls Clubs of Metro Atlanta is a Georgia non-profit corporation dedicated to supporting and changing the lives of children and teens by providing a safe, positive, and engaging environment and programs that prepare and inspire Metro Atlanta children to achieve great futures. The Boys & Girls Clubs of Metro Atlanta desires to collaborate with the City of Atlanta in order to provide afterschool and weekend programs of recreational, educational, and cultural activities for children at the City's recreation centers as specifically listed on Exhibit A through D attached hereto (collectively referred to as the "Centers"), with BGCMA serving as a service provider of the City youth programming. The purpose of this MOU is to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties work together to continue programming at the Centers.

### II. General Agreements: Role of Each Party in Working Relationships

The following is a list of agreements regarding the basic roles of the City and Boys & Girls Clubs of Metro Atlanta in their working relationship by this MOU.

- A. The City shall maintain ownership of the Centers.
- B. The Partner shall provide or cause to be provided programming at the Centers, (the "Program") as more specifically listed on Exhibit E attached hereto. The City shall maintain its authority to make all final decisions regarding the Centers, including programming therein, but shall exercise this authority in the spirit of good faith cooperation with the Partner.
- C. The Partner shall manage the Program in a manner that is consistent with this MOU. The Centers' facility manager shall be the Partner's point of contact for routines, questions, or issues regarding the Program while at the Centers. Should the Partner desire to make substantive changes to the Program, it shall submit a written proposal to the Commissioner of the Department of Parks, Recreation and Cultural Affairs (the "Commissioner") or her/his designee for approval prior to implementing any Program changes. All decisions regarding changes to the Program (i) shall be made by the Commissioner or his/her 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 the Partner.



- D. When a decision regarding the Program is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the Partner within thirty (30) days of receipt thereof. In the event that the approval process requires more than Commissioner's approval, as determined pursuant to section II(c) above, this thirty day time limit shall not apply.
- E. The City shall have the right to oversee all work and activities by the Partner at the Centers. Though the City has the right to oversee all work and activities being performed at the Centers by or on behalf of the Partner, it is not obligated to do so. The quality and safety of the work and activities performed by or on behalf of the Partner is the responsibility of the Partner and not the City.
- F. The Partner shall have primary responsibility for raising additional funds or other contributions for the Program, and will ensure that the use of funds and contributions are utilized consistent with the MOU. The Partner 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 onsite signs that will remain in place for greater than ten (10) days, the Partner is not authorized to agree to such recognition unless and until receiving approval from the Commissioner or his/her designee, and if deemed necessary by the Commissioner unless and until receiving approval from the City Council. In addition to obtaining the approval required pursuant to this subsection, the Partner shall coordinate with the Commissioner or his/her designee the logistics of its receipt of equipment donations and donations of other items that will be affixed to City property.
- G. The City shall be responsible for any claims, damage, loss or expense arising from the Centers or the Program to the extent attributable to intentional or sole negligent acts, errors, or omissions by the City, its officials, agents, or employees, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' sub consultants/subcontractors, or their officers, agent or employees. The Partner shall be responsible for any claim, damage, loss or expense arising from the Partner or the Program to the extent attributable to intentional or sole negligent acts, errors, or omissions by the Partner, its officers, agents, employees or volunteers, its consultants/contractors or their officer, agents or employees, or, its consultants'/subcontractors' sub consultants/subcontractors, or their officers, agents or employees. Neither this MOU, nor this provision specifically, shall waive the City's right to be indemnified, defended and/or held harmless by consultants, contractors their sub consultants and/or subcontractors, the officers agent or employees of those companies, or anyone else performing work at or related to the Centers or the Program.
- H. Any personnel employed by or volunteering on behalf of the Partner shall be deemed "employees" or "volunteers" respectively of the Partner and shall not be deemed employees or volunteers of the City. The Partner shall remain responsible for the



supervision, management and control of such employees and volunteers and any payoff, taxation or other employment obligation incident to their work.

- I. The Partner shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work and activities performed at the Centers by the Partner's employees, volunteers, contractors and subcontractors. 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.
- J. The Partner shall procure and maintain Automobile Liability Insurance with not less than \$1,000,000 Bodily Injury and Property Damage combined single limit for any the Partner's vehicles utilized to provide the Program. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance: (1) Comprehensive Form, and (2) Owned, Hired, Leased and Non-owned vehicle to be covered. The City shall be covered as an additional insured under the automobile liability insurance policy, and such insurance shall be primary with respect to the additional insured. The Partner shall not be responsible for providing insurance for vehicles owned or operated by the City and its employees.
- K. The City and the Partner 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. The Partner shall neither assign nor transfer any of the rights set forth in this MOU without prior written approval from the Commissioner.
- M. The Partner shall maintain Program records and accounts in connection with the performance of this MOU and will accurately document all funds received by the Partner and all costs incurred by the Partner, 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 or its designated representative 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 the Partner's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.
- N. The Partner shall not owe fees for use of the Centers to the City. In exchange for a waiver of fees, the Partner shall provide the Program at the Centers. Notwithstanding any other provision of this MOU, the Parties acknowledge that the Partner's performance under this MOU is contingent upon third-party funding. In the event funding is not made available to the Partner, either Party may terminate this MOU upon thirty (30) days written notice to the other party.



### III. City Responsibilities

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

- A. Manage and maintain, repair and replace the Centers and the City's computers and other equipment in the Centers in good condition and repair appropriate for the Program activities. Should repairs or facility upgrades disrupt the normal use of the Centers and its Program areas, the Partner should work and coordinate with the City to operate the Program in an alternate Program area, as suggested by the City and mutually agreed upon.
- B. Allow the Partner to use the Centers as the site for the Program activities. The quality and safety of the Centers is the responsibility of the City and not the Partner. The Centers may be in use by the City or third parties authorized by the City before and after Program hours, and the Partner shall not be responsible for securing the Program space or any other portion of the Centers.
- C. Provide adequate space for the Program, including providing the Partner with exclusive use of office space, the craft room, kitchen, computer lab space, gymnasium and natatorium (where available) free of charge, during the afterschool hours. Specific schedule and use will be coordinated with the Centers' facility managers and according to the Centers' space as detailed in Exhibits A through D.
- D. Provide, or arrange and pay for provision of all utilities, including telephone service, and bathroom and kitchen supplies at the Center.
- E. One of the City's objectives at the Centers is to provide recreational, educational, and cultural activities for children. A large portion of this objective will be met through the Program. Therefore, as reasonably requested by the Partner, assisting the Partner with its Program activities may be a responsibility of City employees working at the Centers from time to time. The Director of the Office of Recreation, or his/her designee shall evaluate the full range of responsibilities of City employees working at the Centers, and determine, and document in writing, the approximate portion of time each City employee may spend assisting with Program activities in conjunction with performing other Center responsibilities. The Director or his/her designee shall also document the type of Program-related responsibilities to be performed by each City employee. Program-related responsibilities may include, without limitation, supervising Program activities, distributing snacks and meals, registering and enrolling participants, recruiting for and promoting Centers' activities, and facilitating recreational and fitness activities. This subsection notwithstanding, the Partner shall have ultimate responsibility for organizing and implementing the Program, including its activities. Nothing in this subsection shall obligate the City to assist with the Program, including its activities.
- F. The City will have responsibility for transporting Program participants during the school year from schools to the Centers to participate in the Program. In addition, the



City will provide Program transportation for up to one (1) field trip per week for each of the children involved in the Program during the summer months, which consist of May through August. The City agrees to accommodate other Program transportation requests as needed and based on availability with a two (2) week advance written notice to the City by the Partner. Where transportation is provided with a City vehicle, the City vehicle must be driven by a City employee and the transportation must be for Program purposes only. In addition, all Program participants being transported by the City must be registered with the City as a participant in the Program. The Partner shall obtain and keep on file signed authorization that provides both the Partner and the City permission to transport participants for Program purposes. The Partner shall provide the City with a copy of these signed authorization forms upon request. The City reserves the right to make adjustments to the transportation schedule.

- G. Assist in identifying appropriate youth and adult participants for referral to the Program.
- H. Help coordinate, depending on staff availability, Program activities including supervision of youth participants.
- I. Provide certain art, office, recreational, and food supplies to the Partner, depending on availability, including food supplies through the City's USDA program and other food supplies as mutually agreed by the parties.
- J. Equip, staff, and operate a computer lab for youth and adults inside the Centers.
- K. Make available to the Partner, free of charge, Internet cable service being utilized by the City at the Centers, when a computer lab is located at the Centers and as scheduling permits.
- L. Assist in providing Program evaluation data for Program participants, if available.
- M. Make certain that all funds committed by the City to the Centers are used effectively and efficiently, as intended and accounted for in budget detail.
- N. Enroll and sign-in participants using the City's program registration system, iPARCS.

#### IV. BGCMA Responsibilities

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

- A. Operate the Program at the Centers consistent with the MOU.



- B. Conduct Program special events throughout the year as mutually agreed upon by the Centers' facility managers and the Partner.
- C. Leave the areas of the Centers used by the Partner in a broom clean and orderly condition at the conclusion of the activity use of such areas, or any portion thereof.
- D. Identify, solicit, recruit and train any volunteer mentors the Partner may elect to involve in the Program.
- E. Ensure all Program volunteers and staff that work with children (defined as any person younger than twenty-one years), other than City employees assigned by the City to assist with certain Partner programming activities, satisfy the background check conditions contained in the City's coach certification requirements, attached hereto as Exhibit F. It shall be the Partner's sole responsibility to ascertain that each of its employees and volunteers satisfies these criteria.
- F. Identify, solicit, and recruit appropriate youth for the Program.
- G. Provide registration data, evaluation data, and outcomes metrics on youth enrolled in the Program to the City in accordance with the terms of Exhibit E.
- H. Manage Program activities, including, but not limited to, development of policies and procedures, fund development, and case management in accordance with Exhibits A through E.
- I. Oversee all operational activities of its Program, including matching, supporting, supervising, and recognizing any volunteer mentors and mentees the Partner may elect to engage in the Program.
- J. Except as provided in Section III F above, assume the responsibility for any transportation of participants the Partner may elect to include in the Program.
- K. Collect and analyze Program evaluation data and outcome metrics for Program participants as stated in Exhibit E.
- L. Provide evaluation summaries of the Program to the City as stated in Exhibit E.
- M. Actively pursue and engage in fundraising to the extent necessary to support the Program in addition to Partner's other operations.
- N. Manage all fiscal requirements of the Program activities, including fund development, budget management, and fiscal planning.
- O. Cooperate with the Centers' facility managers and staff.
- P. Receive prior, written authorization from the Commissioner should the Partner desire to utilize a City employee as its employee or volunteer, whereby the City employee is working at the direction of and being supervised by the Partner. As set forth in



subsection III E and III F above. City employees at the Centers may be assigned by the City to assist with certain Partner programming activities, including without limitation transporting Program participants. However, said responsibilities shall be assigned and supervised by the City, not the Partner. The Partner shall not allow the City employee to work or volunteer for the Partner during hours in which the City is paying the City employee. The Partner shall provide to the Commissioner upon request the Partner's work or volunteer schedule of any City employee.

- Q. Notify the Center's facility manager within twenty-four (24) hours upon discovering a safety, sanitary, and/or maintenance issue that needs to be addressed at the Center regardless of whether the Partner intends to resolve the issue.
- R. Notify the Commissioner within three (3) hours of learning of any Program related or Center related issue that involves the media, police, fire departments, or emergency medical services.
- S. Make certain that all funds committed by or to the Partner for use regarding the Program or the Centers are used effectively and efficiently, as intended and accounted for in budget detail.

#### V. Additional Understanding of the Parties

- A. The Partner does not and shall not charge any fees for Afterschool Program and Summer Camp to participants in the Program. The Partner shall require participants in the Program to enroll in the City's after school program, and the City will apply its standard fee policy to such participants, including the City's policy regarding fee reductions and waivers. The Partner may perform additional activities outside the scope of the Program available to Program participants as agreed upon by the Parties.
- B. The City and BGCMA acknowledge that each Party owns certain names, trademarks, service marks, copyrights and other intellectual property ("Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks. It is understood that in promoting Program activities, the City and BGCMA may make various references to the activities and may display the Marks of the City and BGCMA, and pictures of the activities. The Partner shall receive prior written approval from the Commissioner or his/her designee before using the City's Mark or making reference to the City in any promotional material. The City shall receive prior written approval from the Partner or his/her designee before using the Partner's Mark or making reference to the Partner in any promotional material.
- C. In any written material referencing the Program, BGCMA shall include the following statement: "City of Atlanta's Centers of Hope in partnership with the Boys & Girls Clubs of Metro Atlanta," and BGCMA shall obtain the City's prior written approval of such written material before it is released to the public, except in the event of an emergency after BGCMA has made good faith reasonable efforts to obtain the City's approval of the material. In any written material referencing the Program, the City shall



include the following statement: "City of Atlanta's Centers of Hope in partnership with the Boys & Girls Clubs of Metro Atlanta," and the City shall obtain BGMA's prior written approval of such written material before it is released to the public, except in the event of an emergency after the City has made good faith reasonable efforts to obtain BGCMA's approval of the material.

- D. The City will establish policies and procedures for use of the Centers computer lab, including without limitation requiring that the lab may not be used unless the Partner or City staff supervises such use and establishing designated hours for use by youth and by adults. The Partner and City staff will cooperate to ensure that all users of the computer lab adhere to these policies and procedures.
- E. The Partner acknowledges that all of the computer equipment in the Center computer lab is the property of the City. The Partner acknowledges that confidential and proprietary company and program data of the City is stored in electronic and paper storage devices in the computer lab and neither the Partner nor any participant in the Program will have any access to that data.
- F. The Partner acknowledges that all of the equipment donations, donations of other items, or purchased items obtained by the City are the property of the City.

#### VI. Terms and Termination

- A. The term of this MOU shall commence on \_\_\_\_\_, and shall continue for \_\_\_\_\_ year ("Term"). At the end of the Term and upon mutual written consent of the Parties, this MOU may be renewed for an additional \_\_\_\_\_ year term.
- B. 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, the Partner shall remain obligated to utilize or cause to be utilized all donated and/or committed funds as intended by the donor, pursuant to this MOU.
- C. Upon termination or expiration of this MOU, the Partner may remove all of its property at the Center.

#### VII. Suspension of Activities

- A. In the event that the City or BGCMA (the "Concerned Party") determines that any work or activity being performed by the other party, or any failure to perform work or an activity by the other party, is inconsistent with this MOU, the Concerned Party shall contact the other party in writing and shall articulate the corrective action required. The Concerned Party shall state the number of days that the other party 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 if any, and the amount of



time that it would reasonably take to implement that type of correction. The Concerned Party shall be reasonable with regard to granting extension of time if the other party indicates that it needs additional time and is making a good faith effort to implement the corrective action.

- B. In the event that the Concerned Party determines that any work or activity being performed by the other party creates a safety hazard, the Concerned Party shall suspend the work or activity immediately, and may suspend the Program, and shall bear no cost associated with the suspension. The Concerned Party shall immediately notify the Partner, in writing and by telephone that the work or activity, or the Program, has been suspended and the corrective action required. The work, activity or Program shall remain suspended until the corrective action is implemented.
  
- C. In the event that the Concerned Party determines that any failure to perform work or a particular activity is creating a safety hazard, the Concerned Party may suspend the Program and shall bear no cost associated with the suspension. The Concerned Party shall immediately notify the other party, in writing and by telephone that the Program has been suspended and the corrective action required. The Concerned Party may keep the Program suspended until the corrective action is implemented.



VIII. Miscellaneous

- A. This MOU sets forth the complete and exclusive understanding of the Parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. With the exception of Exhibits attached hereto, this MOU may not be modified except by a written instrument duly executed by the Parties.
- B. This MOU and the Parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.
- C. If any provision of this MOU is held invalid, illegal, or unenforceable, the remaining provision shall be enforced to the maximum extent permitted by applicable law.
- D. The waiver by either Party of any term or condition of this MOU shall not be deemed to constitute a continuing waiver thereof nor a waiver of any other right that such Party may hold under this MOU.
- E. Time is of the essence of this MOU.
- F. All notices required to be given to BGCMA hereunder shall be in writing and given by certified mail, return receipt requested, postage prepaid (with a copy sent via regular mail) addressed as follows:

ATTN:  
President & CEO  
Boys & Girls Clubs of Metro Atlanta  
1275 Peachtree Street NE, Suite 500  
Atlanta, Georgia 30309

Or such other address as may be designated by BGCMA by written notice to the City. All notices required to be given to the City hereunder shall be in writing and given by certified mail, return receipt requested, postage prepaid (with a copy sent via regular mail) addressed as follows:

ATTN:  
Commissioner, Department of Parks, Recreation and Cultural Affairs  
Peachtree Center, Harris Tower  
233 Peachtree Street, 17<sup>th</sup> Floor  
Atlanta, GA 30303

Or such other address as may be designated by the City by written notice to the Partner. No notice shall be effective if purposed to be transmitted by telex, fax, or other electronic delivery. All notices shall be deemed received on the date noted on the return receipt, provided, however, as to any notice for which delivery is refused, that notice shall be deemed to have been received on the third (3<sup>rd</sup>) business day after it was deposited or postpaid with the United States Postal Services.



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

ATTEST:  
Sworn to and subscribed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
PRESIDENT & CEO  
BOYS & GIRLS CLUBS OF  
METRO ATLANTA

\_\_\_\_\_  
MUNICIPAL CLERK

\_\_\_\_\_  
KASIM REED, MAYOR

\_\_\_\_\_  
COMMISSIONER  
DEPARTMENT OF PARKS,  
RECREATION AND CULTURAL  
AFFAIRS

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY



## Exhibit A – Adamsville Recreation Center

This scope of services outlines the general operations, objectives, and daily responsibilities of the program delivery that is administered at the Adamsville Recreation Center (3201 M.L. King Jr Drive, Atlanta, GA 30331).

1. Programming should serve youth (ages 5 to 18) during out-of-school hours and summer. The Partner should provide programming that helps to meet Mayor Kasim Reed’s vision for Centers of Hope, where young people can bolster their academic and technology skills, engage in robust physical activities and develop character-building traits to become productive citizens within our communities.
2. Programming shall operate within hours consistent with the Center’s current daily operating hours, which are from:
  - 6am to 9pm (Mondays to Thursdays)
  - 6am to 8pm (Fridays)
  - 10am to 4pm (Saturdays)
  - 10am to 2pm (Sunday)
3. Primary program areas are located in the right wing of the Adamsville Recreation Center and include: Arts & crafts room, computer lab, teen lounge, gymnasium, downstairs classroom, downstairs office, and front program desk. Additional facility assets are available as needed for the program and include: Community meeting rooms 1 and 2, outdoor football field, outdoor playground, and natatorium.
4. The Center has an approximate maximum capacity of 250 to 300 participants for the program areas. It is expected that the Partner serve at least 75% of the maximum capacity, of which the majority (>85%) are city of Atlanta residents.
5. Enrollment and fee collection for the program will be captured daily through the City’s online reservation system, iPARCS, as well as the Partner’s Efforts to Outcomes (ETO) system. The Partner will help aid participants and parents in completing all necessary paperwork required by the enrollment process with the City.
6. Both parties should refer to the partnership at Adamsville Recreation Center as “City of Atlanta’s Center of Hope at Adamsville Recreation Center in partnership with the Boys & Girls Clubs of Metro Atlanta.”
7. Partner will have the primary responsibility for recruiting youth participants to the program through, but not limited to, working with the local schools, PTAs, civic associations, local community assets, nearby housing residences, and other appropriate locations. The City will link the Program’s information on its website and make general announcements through neighborhood meetings. The Partner will provide an on-site staff person to help answer questions about the program or help with registering youth participants while at the center. Partner will have primary responsibility for developing, planning, and executing all Centers of Hope programs at the Center with input from the City and community leaders so that the Program serves the community’s needs and interests.



## Exhibit B – Ben Hill Recreation Center

This scope of services outlines the general operations, objectives, and daily responsibilities of the program delivery that is administered at the Ben Hill Recreation Center (2405 Fairburn Road, SW, Atlanta, GA 30331).

1. Programming should serve youth (ages 5 to 18) during out-of-school hours and summer. The Partner should provide programming that helps to meet Mayor Kasim Reed's vision for Centers of Hope, where young people can bolster their academic and technology skills, engage in robust physical activities and develop character-building traits to become productive citizens within our communities.
2. Programming shall operate within hours consistent with the Center's current daily operating hours, which are from:
  - Noon to 9pm (Mondays to Fridays)
  - 10am to 4pm (Saturdays and Sundays)
3. Primary program areas are located within the Ben Hill Recreation Center and include: Arts & crafts room, computer lab, teen lounge, gymnasium, multipurpose room, office, and front program desk. Additional facility assets are available as needed for the program and include: Outdoor field and outdoor pavilion area.
4. The Center has an approximate maximum capacity of 200 to 240 participants for the program areas. It is expected that the Partner serve at least 75% of the maximum capacity, which the majority (>85%) are city of Atlanta residents.
5. Enrollment and fee collection for the program will be captured daily through the City's online reservation system, iPARCS, as well as the Partner's Efforts to Outcomes (ETO) system. The Partner will help aid participants and parents in completing all necessary paperwork before the enrollment process with the City.
6. Both parties should refer to the partnership at Ben Hill Recreation Center as "City of Atlanta's Center of Hope at Ben Hill Recreation Center in partnership with the Boys & Girls Clubs of Metro Atlanta."
7. Partner will have the primary responsibility of recruiting youth participants to the program through, but not limited to: working with the local schools, PTAs, civic associations, local community assets, nearby housing residences, and other appropriate locations. The City will link the Program's information on its website and make general announcements through neighborhood meetings. The Partner will provide an on-site staff person to help answer questions about the program or help with registering youth participants while at the center. Partner will have primary responsibility for developing, planning, and executing all Centers of Hope programs at the Center with input from the City and community leaders so that the Program serves the community's needs and interests.



## Exhibit C – Pittman Recreation Center

This scope of services outlines the general operations, objectives, and daily responsibilities of the program delivery that is administered at the Pittman Recreation Center (950 Garibaldi Street, SW, Atlanta, GA 30310).

1. Programming should serve youth (ages 5 to 18) during out-of-school hours and summer. The Partner should provide programming that helps to meet Mayor Kasim Reed’s vision for Centers of Hope, where young people can bolster their academic and technology skills, engage in robust physical activities and develop character-building traits to become productive citizens within our communities.
2. Programming shall operate within hours consistent with the Center’s current daily operating hours, which are from:
  - 11am and 8pm (Mondays to Fridays)
  - Closed Saturdays and Sundays except for rentals and reservations
3. Primary program areas are located within the Pittman Recreation Center and include: Arts & crafts room, computer lab, multipurpose room, gymnasium, open space with recreation equipment, office, and front program desk. Additional facility assets are available as needed for the program and include: Outdoor field, outdoor pavilion area, and outdoor swimming pool.
4. The Center has an approximate maximum capacity of 100 to 150 participants for the program areas. It is expected that the Partner serve at least 75% of the maximum capacity, which the majority (>85%) are city of Atlanta residents.
5. Enrollment and fee collection for the program will be captured daily through the City’s online reservation system, iPARCS, as well as the Partner’s Efforts to Outcomes (ETO) system. The Partner will help aid participants and parents in completing all necessary paperwork before the enrollment process with the City.
6. Both parties should refer to the partnership at Pittman Recreation Center as “City of Atlanta’s Center of Hope at Pittman Recreation Center in partnership with the Boys & Girls Clubs of Metro Atlanta.”
7. Partner will have the primary responsibility of recruiting youth participants to the program through, but not limited to: working with the local schools, PTAs, civic associations, local community assets, nearby housing residences, and other appropriate locations. The City will link the Program’s information on its website and make general announcements through neighborhood meetings. The Partner will provide an on-site staff person to help answer questions about the program or help with registering youth participants while at the center.
8. Partner will have primary responsibility for developing, planning, and executing all Centers of Hope programs at the Center with input from the City and community leaders so that the Program serves the community’s needs and interests.



## Exhibit D – Thomasville Recreation Center

This scope of services outlines the general operations, objectives, and daily responsibilities of the program delivery that is administered at the Thomasville Recreation Center (1835 Henry Thomas Drive, SW, Atlanta, GA 30315).

1. Programming should serve youth (ages 5 to 18) during out-of-school hours and summer. The Partner should provide programming that helps to meet Mayor Kasim Reed's vision for Centers of Hope, where young people can bolster their academic and technology skills, engage in robust physical activities and develop character-building traits to become productive citizens within our communities.
2. Programming shall operate within hours consistent with the Center's current daily operating hours, which are from:
  - 11am and 8pm (Mondays to Fridays)
  - 10am to 2pm (Saturdays)
  - Closed Sundays except for rentals and reservations
3. Primary program areas are located within the Thomasville Recreation Center and include: Arts & crafts room, computer lab, teen lounge, gymnasium, multipurpose room, office, and front program desk. Additional facility assets are available as needed for the program and include: Outdoor field, outdoor playground, and outdoor swimming pool.
4. The Center has an approximate maximum capacity of 100 to 150 participants for the program areas. It is expected that the Partner serve at least 75% of the maximum capacity, which the majority (>85%) are city of Atlanta residents.
5. Enrollment and fee collection for the program will be captured daily through the City's online reservation system, iPARCS, as well as the Partner's Efforts to Outcomes (ETO) system. The Partner will help aid participants and parents in completing all necessary paperwork before the enrollment process with the City.
6. Both parties should refer to the partnership at Thomasville Recreation Center as "City of Atlanta's Center of Hope at Thomasville Recreation Center in partnership with the Boys & Girls Clubs of Metro Atlanta."
7. Partner will have the primary responsibility of recruiting youth participants to the program through, but not limited to: working with the local schools, PTAs, civic associations, local community assets, nearby housing residences, and other appropriate locations. The City will link the Program's information on its website and make general announcements through neighborhood meetings. The Partner will provide an on-site staff person to help answer questions about the program or help with registering youth participants while at the center.
8. Partner will have primary responsibility for developing, planning, and executing all Centers of Hope programs at the Center with input from the City and community leaders so that the Program serves the community's needs and interests.



## Exhibit E – Program Objectives and Metrics

Programming should serve youth (ages 5 to 18) during out-of-school hours and summer. The Partner should provide programming that helps to meet Mayor Kasim Reed’s vision for Centers of Hope, where young people can bolster their academic and technology skills, engage in robust physical activities and develop character-building traits to become productive citizens within our communities.

At a minimum, the following will be measured by Boys & Girls Clubs of Metro Atlanta:

### **MONTHLY**

- Daily attendance by participant name and activities
- % overall program attendance per participant
- Enrollment numbers
- Average daily attendance and capacity numbers

### **BEGINNING / END OF PROGRAM YEAR**

- Academic measurements through assessment tools provided as part of the partnership with Boys & Girls Clubs of Metro Atlanta and through efforts to collect report cards
- FitnessGram assessments
- Participant’s attitude and behaviors using evidence-based scales (as an assessment of character development)
- Parent and child satisfaction surveys with various aspects of the Program
- Number of additional partnerships with description of quality and nature of partnerships
- Volunteer numbers and hours for specific volunteer activities with breakdown of roles and impact to the Program’s outcomes
- Number of attended school and community meetings, recruitment visits

A detailed reporting calendar and evaluation plan will be agreed upon by both parties at the onset of the program year and upon the execution of this MOU.

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CONSENT AGENDA (PAGES 3 - 14)

*Except 13-R-3270* *Cliff*

ADOPT

YEAS: 12  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 2

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

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7/01/13  
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Atlanta City Council

CONSENT AGENDA SECTION I

RECONSIDER

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

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

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7/01/13  
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Atlanta City Council

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CONSENT AGENDA (PAGES 3 - 14)

*except 13-2-3290 Jcp*  
ADOPT

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

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

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|                             |                             | 07-01-13 |
|-----------------------------|-----------------------------|----------|
| ITEMS ADOPTED ON<br>CONSENT | ITEMS ADOPTED ON<br>CONSENT |          |
| 1. 13-O-1043                | 36. 13-R-3285               |          |
| 2. 13-O-1103                | 37. 13-R-3286               |          |
| 3. 13-O-1106                | 38. 13-R-3287               |          |
| 4. 13-O-1075                | 39. 13-R-3288               |          |
| 5. 13-O-1087                | 40. 13-R-3289               |          |
| 6. 13-O-1091                | 41. 13-R-3290               |          |
| 7. 13-O-1092                | 42. 13-R-3291               |          |
| 8. 12-O-1093                | 43. 13-R-3292               |          |
| 9. 13-O-1099                | 44. 13-R-3293               |          |
| 10. 13-O-1104               | 45. 13-R-3294               |          |
| 11. 13-R-3305               | 46. 13-R-3295               |          |
| 12. 13-R-3275               | 47. 13-R-3296               |          |
| 13. 13-R-3276               | 48. 13-R-3297               |          |
| 14. 13-R-3271               |                             |          |
| 15. 13-R-0015               |                             |          |
| 16. 13-R-3263               |                             |          |
| 17. 13-R-3264               |                             |          |
| 18. 13-R-3265               |                             |          |
| 19. 13-R-3267               |                             |          |
| 20. 13-R-3273               |                             |          |
| 21. 13-R-3298               |                             |          |
| 22. 13-R-3299               |                             |          |
| 23. 13-R-3300               |                             |          |
| 24. 13-R-3301               |                             |          |
| 25. 13-R-3302               |                             |          |
| 26. 13-R-3303               |                             |          |
| 27. 13-R-3304               |                             |          |
| 28. 13-R-0636               |                             |          |
| 29. 13-R-3277               |                             |          |
| 30. 13-R-3279               |                             |          |
| 31. 13-R-3280               |                             |          |
| 32. 13-R-3281               |                             |          |
| 33. 13-R-3282               |                             |          |
| 34. 13-R-3283               |                             |          |
| 35. 13-R-3284               |                             |          |