

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE AMENDING THE 2013 TREE TRUST FUND BUDGET AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT PURSUANT TO CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, SECTION 2-1191.1, SPECIAL PROCUREMENT WITH TREES ATLANTA, INC., FOR THE PLANTING AND MAINTENANCE OF TREES, IMPROVEMENTS TO THE URBAN FOREST AND COMMUNITY EDUCATION IN THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THIRTY NINE THOUSAND DOLLARS AND NO CENTS (\$839,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBER: 7701 (TRUST FUND) 140201(PRC PARKS ADMIN) 5212001 (CONSULTANT PROF) 6210000 (PARK ADMIN) 600013 (TREE REMOVAL PROTECTION) 69999 (NON CAPITAL); AND FOR OTHER PURPOSES.

Review List:

Pamela Holmes	Completed	08/16/2013 10:19 AM
Mariangela Corales	Completed	08/16/2013 12:08 PM
George Dusenbury	Completed	08/20/2013 10:01 AM
Procurement	Completed	08/20/2013 11:33 AM
Adam Smith	Completed	08/20/2013 3:30 PM
Mayor's Office	Completed	08/20/2013 4:37 PM
Office of Research and Policy Analysis	Completed	08/20/2013 4:44 PM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action	
<i>See Authentication Page Attachment</i>	

**AN ORDINANCE
BY**

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE AMENDING THE 2013 TREE TRUST FUND BUDGET AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT PURSUANT TO CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, SECTION 2-1191.1, SPECIAL PROCUREMENT WITH TREES ATLANTA, INC., FOR THE PLANTING AND MAINTENANCE OF TREES, IMPROVEMENTS TO THE URBAN FOREST AND COMMUNITY EDUCATION IN THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THIRTY NINE THOUSAND DOLLARS AND NO CENTS (\$839,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBER: 7701 (TRUST FUND) 140201(PRC PARKS ADMIN) 5212001 (CONSULTANT PROF) 6210000 (PARK ADMIN) 600013 (TREE REMOVAL PROTECTION) 69999 (NON CAPITAL); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Tree Conservation Commission was established by the City's Tree Protection Ordinance (Atlanta Code of Ordinances section 158-26, et seq., and specifically section 158-61), and was tasked with establishing a Tree Trust Fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials (Atlanta Code of Ordinances section 158-66); and

WHEREAS, Trees Atlanta, Inc., ("Trees Atlanta") is a non-governmental, non-profit organization whose sole purpose is the commitment to the care and replenishment of Atlanta's urban forest, and planting trees throughout the city, and there is no other organization with this mission or performing this work; and

WHEREAS, for the last twenty-eight years Trees Atlanta is the only organization utilizing neighborhood volunteers to plant trees, thereby dramatically reducing the cost of its services while improving neighborhood involvement and sense of ownership in City projects; and

WHEREAS, Trees Atlanta has proposed The NeighborWoods Project, a series of tree planting campaigns in the City; The Community Education and Outreach Project, which teaches citizens about the importance of trees in the city and trains citizens in care and maintenance of trees; and The Community-Based Invasive Plant Removal Project, which deploys ruminants and volunteers to remove plant species damaging to the urban forests (these projects collectively referred to as the "Project"); and

WHEREAS, the Chief Procurement Officer has determined that Trees Atlanta is a Special Procurement as defined in the City of Atlanta Code of Ordinances Section 2-1191.1; and

WHEREAS, the City desires enter into an agreement with Trees Atlanta for the Project in an amount not to exceed Eight Hundred Thirty Nine Thousand Dollars and No Cents (\$839,000.00) (the "Agreement"); and

WHEREAS, the planting and maintenance of trees will greatly reduce soil erosion, runoff, and flooding, will improve the air quality, will provide a shaded and cool atmosphere for walking and

other outdoor activities, will prompt an appreciation of property values, and will enhance the beauty of the City, thereby making the City more livable and attractive to tourists and investors; and;

WHEREAS, the Department of Parks and Recreation desires to amend the 2013 Tree Trust Fund Budget as stated below in order to fund the Project under the Agreement.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: The Mayor is authorized to enter into a Special Procurement agreement with Trees Atlanta for the Project in amount not to exceed Eight Hundred Thirty Nine Thousand Dollars and No Cents (\$839,000.00) to be paid from the Tree Trust Fund with a term of _____ and in substantially the same form as attached hereto as Exhibit A.

SECTION 2: The Agreement shall require Trees Atlanta to implement the "NeighborWoods" project, "Community Education and Outreach" project, and "Community-Based Invasive Plant Removal" project for a total cost not to exceed Eight Hundred Thirty Nine Thousand Dollars and No Cents (\$839,000.00.) The Agreement shall require that Trees Atlanta not plant any trees pursuant to the NeighborWoods project until it has received approval regarding the species and location of each tree from the Commissioner of the Department of Parks and Recreation or his designee.

SECTION 3: The City Attorney, or her designee, is hereby directed to prepare the appropriate Agreement for execution by the Mayor.

SECTION 4: The Agreement shall not become binding upon the City, and the City shall incur no liability upon the same until the Agreement has been approved by the City Attorney, or her designee, as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Trees Atlanta.

SECTION 5: The 2013 Tree Trust Fund Budget, Department of Parks and Recreation is hereby amended as follows:

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Trina Horton

Contact Number: (404) 546-6795

Originating Department: Department of Parks and Recreation

Committee(s) of Purview: Finance Executive Committee

Chief of Staff Deadline: August 9, 2013

Anticipated Committee Meeting Date(s): August 28, 2013 & September 11, 2013

Anticipated Full Council Date: September 16, 2013

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements): [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING THE 2013 TREE TRUST FUND BUDGET AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT PURSUANT TO CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, SECTION 2-1191.1, SPECIAL PROCUREMENT WITH TREES ATLANTA, INC., FOR THE PLANTING AND MAINTENANCE OF TREES, IMPROVEMENTS TO THE URBAN FOREST AND COMMUNITY EDUCATION IN THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THIRTY NINE THOUSAND DOLLARS AND NO CENTS (\$839,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBER: 7701 (TRUST FUND) 140201(PRC PARKS ADMIN) 5212001 (CONSULTANT PROF) 6210000 (PARK ADMIN) 600013 (TREE REMOVAL PROTECTION) 69999 (NON CAPITAL); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: 8/12/13
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 7-3-8/13/13
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____ (date)

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Finance Executive Committee

**Caption: AN ORDINANCE BY
FINANCE/EXECUTIVE COMMITTEE**

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Council Meeting Date: September 16, 2013

Requesting Dept.: Department of Parks and Recreation

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

THE PURPOSE OF THIS LEGISLATION IS TO AMEND THE 2013 TREE TRUST FUND BUDGET AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN AGREEMENT PURSUANT TO CITY OF ATLANTA CODE OF ORDINANCES ARTICLE X, SECTION 2-1191.1, SPECIAL PROCUREMENT WITH TREES ATLANTA, INC., FOR THE PLANTING AND MAINTENANCE OF TREES, IMPROVEMENTS TO THE URBAN FOREST AND COMMUNITY EDUCATION IN THE CITY OF ATLANTA

2. Please provide background information regarding this legislation.

Attachment: Trees Atlanta Attachment (13-O-1227 : Ordinance amending the 2013 Tree Trust to enter into an agreement for tree planting and

3. If Applicable/Known:

- (a) **Contract Type:**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**

- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

4. Fund Account Center: 7701 (TRUST FUND) 140201(PRC PARKS ADMIN) 5212001 (CONSULTANT PROF) 6210000 (PARK ADMIN) 600013 (TREE REMOVAL PROTECTION) 69999 (NON CAPITAL)

5. Source of Funds:

6. Fiscal Impact: \$839,000.00

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Trina Horton, Departmental Contracting Officer

A G R E E M E N T

THIS AGREEMENT is made and entered into as of the ____ day of August 2013, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (the "City") and **TREES ATLANTA, INC.**, a non-profit organization ("Trees Atlanta").

W I T N E S S E T H T H A T :

WHEREAS, in 2001, the City created a Tree Trust Fund to be utilized for the protection, planting, maintenance, and regeneration of City trees and other forest resources, and for related educational programs and materials; and

WHEREAS, the Tree Trust Fund is funded by developers, builders, contractors, homeowners and others as a recompense for permitted and illegal removal and destruction of trees within the City; and

WHEREAS, the City desires to spend an amount not to exceed \$839,000.00 of the funds currently in the Tree Trust Fund to plant and care for trees throughout the City, and especially in neighborhoods where citizens want to play an active role in Atlanta's urban forest, and, in different City parks, to create a healthy tree canopy throughout the City; and

WHEREAS, Trees Atlanta, Inc. ("Trees Atlanta") is a non-governmental, non-profit organization, which for twenty-eight years has been committed to the care and replenishment of Atlanta's urban forest, and planting trees in the City's rights of way, and there is no other organization with this citizen-focused mission or performing this work with volunteers. In addition, Trees Atlanta utilizes neighborhood volunteers to plant trees, thereby dramatically reducing the cost of its services while improving neighborhood involvement and sense of ownership in City projects; and

WHEREAS, Trees Atlanta has proposed a series of tree planting campaigns in the City, The NeighborWoods Project ("NeighborWoods Project") contemplates Trees Atlanta planting a total of approximately 4,000 trees in City neighborhoods over two years between September 15, 2013 and April 15, 2015; and

WHEREAS, Complementary to, and building upon, this series of tree planting campaigns are two other projects (together with the NeighborWoods Project, the "Projects") oriented towards promoting the overall health of Atlanta's urban forest. The Community Education and Outreach Project is an educational project focused on teaching citizens about the importance of trees in the City and maintenance of these trees; and The Community-Based Invasive Plant Removal Project seeks to utilize trained volunteers and community-funded ruminant grazing (viz. sheep and goats) to abate invasive plant species infesting public land; and

WHEREAS, the execution of this Agreement with Trees Atlanta has been authorized by an Ordinance of the Council of the City of Atlanta (No. XXXXX) adopted DATE XXXX, and

approved _____, in the form and manner of that copy of same attached hereto as Appendix I and made a part hereof by reference.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

-1-
Scope of Work

Promptly after its receipt of the initial payment required by section 3.1, Trees Atlanta shall undertake immediately, and complete with all due diligence, the selection and planting of approximately four thousand (4,000) small 15-gallon trees for the NeighborWoods Project. (The trees planted as part of the NeighborWoods Project shall be referred to, collectively, as the “New Trees”.) The community will be engaged in planting these New Trees throughout the City, and shall maintain these small New Trees for a period of two years from the time of planting and shall undertake immediately to care for these small New Trees. Trees Atlanta shall perform a Community Education and Outreach Project to include sixteen guided tree walks or bike tours, two TreeKeeper Program Series, fourteen tree pruning classes, and Tree Speaker Series to include twelve lectures. Lastly, The Community-Based Invasive Plant Removal Project will provide trained volunteers and community-funded ruminant grazing (viz. sheep and goats) to abate invasive plant species infesting public land at no cost to City of Atlanta.

1.1

- 1.1.1 **NeighborWoods Project:** Trees Atlanta shall plant 4,000 trees along City neighborhood streets, greenspaces, sidewalks, or other rights of way, on school property, and in parks. These New Trees shall be 15-gallon container trees and shall be planted by neighbors, Trees Atlanta volunteers, and local school children. The City cost of the NeighborWoods Project shall not exceed \$796,000 which will fund 4,000 of these trees.
- 1.1.2 Each Atlanta Council District, including at-large districts, will be asked to submit a request to Trees Atlanta recommending areas in need of trees. Trees Atlanta shall seek to evenly distribute the 4000 New Trees across all twelve City of Atlanta Council Districts, planting a minimum of 200 trees in each District.
- 1.1.3 In the event that any of these New Trees are planted on private property, Trees Atlanta shall make certain that the New Trees are immediately visible from the public right-of-way, and in no event shall they be planted more than 15 feet from the property line.
 - 1.1.3.1 In the event that any of these New Trees are planted on private property, Trees Atlanta shall be responsible for securing a written agreement with the property owner(s) of record, whereby the property owner(s): 1) grants Trees Atlanta a right of entry to plant the New Tree; 2) acknowledges that s/he shall be the

owner of the New Tree and shall be responsible for maintaining it after the two year maintenance period expires; and 3) agrees to hold the City harmless for any liability attributable to the planting or presence of the New Trees on the private property. The form of this agreement must be approved by the City's Law Department prior to its use. No New Trees shall be planted on a particular parcel of private property until the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") receives a signed copy of the agreement fully executed by the property owner(s) of record for that parcel of private property.

- 1.2 All New Trees shall be planted no later than April 15, 2015.
- 1.3 Trees Atlanta shall be responsible for maintaining each of the New Trees planted as a part of this Agreement for a period of two years from the time that each tree was planted. All references in this Agreement to maintaining New Trees shall mean that Trees Atlanta shall be obligated to take such action as is reasonably necessary to water, prune, and mulch the New Trees.
- 1.4 The procurement, planting, and maintenance services provided by Trees Atlanta for the New Trees shall include selection of the trees, shipping, handling, labor, tools, equipment, permitting and other associated expenses and/or activities associated with selection, planting and maintenance of the New Trees.
- 1.5 Trees Atlanta shall replace any New Tree planted as a part of the project that dies during the two-year maintenance period, except for trees that die due to vandalism, vehicular accidents, or acts of God. The replacement shall be accomplished at no expense to the City.
- 1.6 Where possible, replacement trees shall be the same species as the tree replaced, as long as the species is compatible with the planting location.
- 1.7 Trees Atlanta shall replace any New Trees planted as part of this Agreement that dies due to vandalism, vehicular accidents, or acts of God, provided that any such replacement trees shall be counted toward the total number of New Trees to be planted pursuant to section 1.1 above, and not as a replacement pursuant to section 1.6 above.
- 1.8 Trees Atlanta shall keep a record of its planting and care of all New Trees pursuant to section 1.1 above, and shall add this information to the Trees Atlanta tree inventory. The City shall have access to these records and the tree inventory upon request.

1.9 Education Project

1.9.1 The Community Education and Outreach Project \$43,000

Trees Atlanta Community Education and Outreach Project includes four initiatives. These initiatives focus on teaching citizens about the importance of trees and creating future stewards of trees.

1.9.2.1 Sixteen Guided Tree Walks or Bike Tours \$8,000

Walks will be guided by a certified Arborist, Horticulturist or Landscape Architect. Tree Walks or Bike Tours will be approximately 2 hours each. Tree Walks or Bike Tours will be held in interesting sections of our urban forest. Tour areas may include Sylvan Hills, Inman Park, Midtown, Virginia-Highlands, Reynoldstown, or Cabbagetown. Participants will learn about tree identification, urban tree care and history of the forest. Trees Atlanta will provide all planning, marketing, outreach and follow up for each Tree Walk or Bike Tour. Each Tree Walk or Bike Tour will include a minimum of 10 participants.

1.9.2.2 TreeKeepers Program \$9,800

The TreeKeepers program will include 2 programs of 7 three hour sessions. The purpose of the program is to mobilize citizens so that they can become leaders in planting and caring for trees wherever they live or work. Participants will learn how to be stewards of trees and how to lead an urban forestry tree care project. Arborists and horticultural experts will teach courses. All participants will receive a training manual, hat and tree seedling. A certificate of completion will be issued to each participant who completes the course. Trees Atlanta will provide three scholarships, meeting space, planning, and marketing, and outreach. The TreeKeepers program will include a minimum of 15 participants.

1.9.2.3 Tree Pruning Classes \$7200

The Tree Pruning Classes will include 14 tree pruning classes. Trees Atlanta will offer 14 2.5-hour hands-on pruning classes. ISA Certified Arborists will teach classes, and participants will learn how to properly prune young trees. Trees Atlanta will provide all planning, marketing, outreach; provide tools, learning materials and follow up. Tree Pruning Classes will include a minimum of 8 Atlanta residents or City staff.

1.9.2.4 Speaker Series: \$18,000

The Speaker Series will include 12 speaking events aimed at educating the public about the importance of trees in an urban environment. Twelve speakers will be selected based on subject matter and tree expertise. Trees Atlanta will provide meeting space, all planning, marketing, and outreach. The Speaker Series will include a minimum of 20 participants per event.

1.10 The Community-Based Invasive Plant Removal Project

1.10.1 Community –Based Plant Removal Project \$0

Trees Atlanta Community Education and Outreach Project includes two initiatives. These initiatives focus on removal of invasive plants on public land. The work shall be performed at no cost to the City

1.10.1.1 Trained Volunteer Invasive Plant Removal \$0

Trees Atlanta will organize and train volunteers who will be guided by a certified Arborist, Horticulturist or Landscape Architect in the removal of invasive plants on public land. Trees Atlanta will secure permission and approval from the Commissioner of the Department of Parks and Recreation, or his designee, for these removal projects. These services will be provided at no cost to the City and Trees Atlanta shall indemnify the City.

1.10.1.2 Ruminant-Based Invasive Plant Removal \$0

Trees Atlanta will deploy sheep and goats on public lands to remove invasive plants. Trees Atlanta will secure permission and approval from the Commissioner of the Department of Parks and Recreation, or his designee, for these removal projects. These services will be provided at no cost to the City and Trees Atlanta shall indemnify the City.

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Terms of Providing Services

2.1 Review and Approval of Plans

- 2.1.1 Trees Atlanta shall submit to the Commissioner a planting plan, in a format mutually agreed upon by the City and Trees Atlanta (“Planting Plan”). At a minimum, the Planting Plan shall include the proposed date of planting each New Tree, the address of where each New Tree will be planted, including street number, street name and quadrant, the species of the New Tree, and the size of the New Tree. The Planting Plan shall indicate whether the New Tree is planted on public property, denoted by the label “Street” or “S”, or private property, denoted by the label “Yard” or “Y”. If the New Tree is a replacement tree, the Planting Plan will indicate this with the label “Replacement” or “R”. If the New Tree is on private property, the Planting Plan will state the distance between the front property line and the planting location. If the New Tree is on public property, the Planting Plan shall indicate whether the New Tree shall be located in a park, on a sidewalk, median, grass strip or in a planter. If the New Tree is located in a park, the Planting Plan shall show the exact location in the park of where the tree will be planted. The Planting Plan shall also indicate whether the planting involves the cutting and removal of concrete.
- 2.1.2 The Commissioner, Parks Department may request certain species and specific locations for the New Trees.

2.1.3 The Commissioner shall approve or disapprove with explanation each New Tree described in the Planting Plan at a rate of at least fifty small New Trees per two-week period, beginning from the date that the Planting Plan is submitted to the Commissioner. In the event that the Commissioner is unable to provide feedback on at least fifty New Trees per two-week period, those portions of this Agreement pertaining to the planting of New Trees shall be automatically adjusted, without formal amendment, so that Trees Atlanta shall have a proportionate amount of additional time in which to plant the remaining New Trees.

2.2 Standards for Selecting the Types of Trees to be Procured

When determining which New Trees shall be planted in which locations, Trees Atlanta shall abide by the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual", including, but not limited to, the following: 1) Only healthy trees with a well-developed root system and a well-formed top characteristic of the species shall be planted; 2) Trees selected for planting must be compatible with the specific site conditions; 3) Trees Atlanta shall consider the ability of a species to regenerate a new root system and to become re-established; and 4) Deciduous and evergreen trees must be planted in September, October, November, December, January, February March or April.

2.3 Quality Standards for New Trees to be Procured

2.3.1 New Trees must be free from injury, pests, disease, or nutritional disorders at the time that they are procured by Trees Atlanta.

2.3.2 New Trees must be of good vigor at the time that they are procured by Trees Atlanta. Though the determination of vigor is subjective and depends upon the species of the tree, in general, Trees Atlanta shall procure New Trees that meet the following criteria:

2.3.2.1 The New Trees's foliage should have a green or dark green color, large leaves and dense foliage in accordance with its species.

2.3.2.2 The New Trees should have new branches, and the shoot growth should be at least 1 foot per year. At least one half of the branches should arise from points on the lower two thirds of a trunk.

2.3.2.3 Bark texture and appearance on the trunk and branches of the New Trees should be smooth or shiny, as appropriate to the species.

2.3.2.4 New Trees should be tapered, with an increase in diameter and a decrease in height. Trees Atlanta should not procure New Trees with reverse tapers or no taper.

2.3.2.5 The roots of the young New Trees should be light in color.

2.3.3 New Trees must be free of root defects at the time that they are procured by Trees Atlanta, including but not limited to: 1) kinked roots, in which taproots, major branch roots, or both are bent more than 90 degrees with less than 20 percent of

the root system originating above the kink; or 2) circling or girdling roots which circle 80 percent or more of the root system by 360 degrees or more.

2.4 Procedures for Planting New Trees

Trees Atlanta shall ensure that, when New Trees are planted, the standards established by the International Society of Arboriculture in the "Trees and Shrub Transplanting Manual", are followed, including, but not limited to, the following:

- 2.4.1 Planting holes shall be no less than one foot wider than the root ball or the container of the New Trees being planted. Trees Atlanta will, if possible, create a planting hole three times the width of the root ball of the New Trees.
- 2.4.2 New Trees will not be planted deeper than their placement in their former location or container.
- 2.4.3 Spade compacted bottom and sides of the planting hole for the New Trees will be roughed or scarified to allow the penetration of the New Tree's developing roots.
- 2.4.4 Planting holes of the New Trees will have good water drainage from the bottom.
- 2.4.5 Once the New Trees is set in the planting hole, the planting hole will be backfilled with soil of good texture and structure. A backfill with native soil alone is adequate.
- 2.4.6 Trees Atlanta will not add fertilizer to the backfill soil unless absolutely necessary for the survival of the New Trees. If fertilizer must be added, a low rate will be used. Approximately 1.5 pounds of nitrogen per cubic yard of backfill shall be utilized for bare root plants, and approximately 2.5 pounds of nitrogen per cubic yard of backfill shall be utilized for balled and burlapped trees.
- 2.4.7 After placing the backfill soil in the planting hole, the soil will be slightly mounded to allow for settling; a ridge or dike around the perimeter of the hole will be formed to facilitate watering.
- 2.4.8 The backfill soil will be gently tamped, but not compacted, and soaked for settling.

2.5 Post-planting Procedures for New Trees

- 2.5.1 The amount of pruning, if any, to be performed on each New Tree shall be determined by the New Trees' response to planting. Other than removal of weak, broken, or diseased branches, no pruning shall be performed on New Trees until after the first growing season.
- 2.5.2 Trees Atlanta shall provide mulching for all New Trees and weed control and mitigation as may be required.
- 2.5.3 Trees Atlanta shall perform a fertilizer application of the New Trees planted for the Urban Tree Program in the form of a 2 year slow release fertilizer at the time of planting.

- 2.5.4 Trees Atlanta shall monitor the water availability for the New Trees and shall adjust the watering of the New Tree according to the species water requirements and the site conditions.
- 2.5.5 Trees Atlanta shall stake New Trees only in the following circumstances:
- 2.5.5.1 Protective staking may be used for New Trees that are able to stand without support to provide a barrier from potential harms such as foot traffic, mowers, and vehicles.
 - 2.5.5.2 Anchor staking may be used to hold a root ball in place during the period of reestablishment for New Trees with otherwise adequate support.
- 2.5.6 When staking is permitted by the Commissioner or her/his designee, Trees Atlanta shall determine the extent of staking by considering the New Trees's strength, form and condition at planting, expected wind conditions, the amount of vehicle or foot traffic, and the level of follow up maintenance.
- 2.5.6.1 Trees Atlanta shall perform periodic follow up inspections on New Trees that are staked.
 - 2.5.6.2 Trees Atlanta shall remove the staking from a New Tree as soon as the New Tree is capable of providing its own anchorage and support.

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Cost Reimbursement

3.1 Cost of the Projects

The cost of the Project shall not exceed \$839,000.00 for planting and education. Trees Atlanta may submit a request for payment of \$299,625.00 upon signing this Agreement to allow for purchase of New Trees for the 2013/14 planting season and supplies in connection with the Project. Trees Atlanta may submit a second request for payment of \$78,375.00 after submitting certification to the Commissioner for the 2013/14 planting season, and after the Commissioner's written confirmation that s/he has verified that all New Trees have been planted. Trees Atlanta may request, an additional \$15,000 after completing the first year of maintenance and a final payment of \$5,000 after verification of completing the second year of maintenance for the 2013/14 planting.

Trees Atlanta may submit a request for payment of \$299,625.000 on September 1, 2014 to allow for purchase of New Trees for the 2014/15 planting season and supplies in connection with the Project. Trees Atlanta may submit an additional request for payment of \$78,375.00 after submitting certification to the Commissioner for the 2014/15 planting season, and after the Commissioner's written confirmation that s/he has verified

that all New Trees have been planted. Trees Atlanta may request, an additional \$15,000 after completing the first year of maintenance and a final payment of \$5,000 after verification of completing the second year of maintenance for the 2014/15 planting.

Trees Atlanta may submit a request for payment of \$21,500.00 on October 1, 2013 to allow for purchase of materials and staffing expenses related to Community Education and Outreach Project. Trees Atlanta shall submit an invoice and requisite supporting documentation for the first year of the Community Education and Outreach Project on October 1, 2014, for the next payment of \$10,750.00. Trees Atlanta shall submit an invoice and requisite supporting documentation for the second year of the Community Education and Outreach Project on October 1, 2014, for the final Project payment of \$10,750.00 on October 1, 2015.

3.2 Documentation

Trees Atlanta shall send documentation of the status of the Project to the Commissioner as appropriate. To the extent practical and appropriate, Trees Atlanta will send monthly documentation. All documentation will include all of the information set forth in the Planting Plan, except that the proposed date of planting shall be changed to the actual date of planting. The documentation shall also include the cost of the work performed to date, including but not limited to the cost of each tree, the labor costs, if any, and the cost of concrete cutting and removal, if applicable. The documentation shall also include all maintenance work performed on the planted New Trees. The maintenance and care documentation shall be submitted in a mutually agreeable form that will permit and facilitate recording in the City's computer based work order system and any other information reasonably requested by the Commissioner. The Education program's documentation will include dates, quantity of participants and Atlanta residents, and a description of all events.

3.3 Records

Trees Atlanta shall maintain records and accounts in connection with the performance of this Agreement that will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from the date of the last payment by the City to Trees Atlanta, pursuant to section 3.1 above. 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 Trees Atlanta's costs and expenses related to its performance of this Agreement at any time between the commencement of this Agreement and one (1) year from the date of the fourth payment to Trees Atlanta pursuant to section 3.1 above.

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Liability, Indemnity, and Insurance

4.1 City's Liabilities

The City shall not in any way be liable or responsible for any loss or damage or expense that Trees Atlanta may sustain or incur in its performance of the work provided for in this Agreement, unless and only to the extent that said loss, damage or expense is caused by the City's negligent act, intentional misconduct, or breach of this Agreement.

4.2 Indemnification and Hold Harmless

4.2.1 Indemnification and Hold Harmless Agreement by Trees Atlanta

(a) Indemnification:

Trees Atlanta shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, and successors (collectively, "Indemnified Persons") from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, expenses (including reasonable legal fees) or other charges (collectively "Claims") of every kind and character, whether in law or equity, and whether arising before or after the termination of this Agreement, that are caused by the negligence and/or willful misconduct of Trees Atlanta, its officers, employees, agents, contractors, subcontractors, volunteers, and/or anyone acting at its direction in connection with this Agreement, except that where a contractor or subcontractor has signed a contract with Trees Atlanta that includes the provision required under section 4.2.2 of this Agreement, and Claims are filed or charged against the City arising in whole or in part from the negligence and/or willful misconduct of said contractor or subcontractor (including the contractor's/subcontractor's officers, employees, agents, or anyone acting at the contractors/subcontractor's direction), the indemnification provision of the contractor and/or subcontractor regarding the City shall apply, and this indemnification provision between Trees Atlanta and the City shall apply only to the extent that the negligence or willful misconduct was caused by Trees Atlanta. Trees Atlanta shall submit to the City the indemnification language that it intends to use in its contracts with its contractors and subcontractors, and Trees Atlanta shall not utilize such language until the City approves of the form of the language. Trees Atlanta shall have no duty to ascertain whether any New Tree presents a potential danger or hazard, whether any tree grate presents any potential danger or hazard, or whether any tree or limb on a tree is diseased, weak or may result in injury to property, and in no event shall the foregoing indemnity be deemed to apply to any Claims arising out of or relating to any failure or delay of Trees Atlanta in ascertaining any such dangerous or hazardous conditions. Furthermore, this indemnification provision notwithstanding, Trees Atlanta shall have no duty to

remediate any potentially dangerous or hazardous condition except as otherwise directed to do so in a Work Order pursuant to the terms of this Agreement, and in no event shall the foregoing indemnity be deemed to apply to any Claims arising out of or relating to any failure or delay of Trees Atlanta to remediate any such dangerous or hazardous conditions, unless Trees Atlanta had been directed to perform such remediation in a Work Order pursuant to the terms of this Agreement. Trees Atlanta further agrees that this agreement to indemnify, defend, and hold harmless the Indemnified Persons shall not be limited to the limits or terms of the insurance required under this Agreement.

(b) Limitations and Expiration

Trees Atlanta's aforesaid 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 any of the Indemnified Persons, to the fullest extent permitted by law, except that: 1) In no event shall they apply to liability caused by the willful misconduct or sole or gross negligence of any of the Indemnified Persons; and 2) Trees Atlanta's indemnification obligation hereunder shall not apply to any portion of any Claims resulting from the intentional bad act or omission or negligent act or omission of anyone other than Trees Atlanta, its officers, employees, agents, subcontractors, subconsultants, volunteers, or of anyone acting under its direction or control in connection with or incidental to this Agreement. This indemnification and hold harmless provision shall survive any termination or expiration of this Agreement.

4.2.2 Indemnification and Hold Harmless Agreement by Trees Atlanta's Contractors

Trees Atlanta shall require all contractors and subcontractors performing any work related to this Agreement to sign an agreement with Trees Atlanta that includes the indemnification provision set forth in section 4.2.1 above, with the exception that the name of contractor/subcontractor shall replace "Trees Atlanta" as used hereinabove.

4.3 Insurance Requirements

4.3.1 General Preamble

The following general requirements apply to Trees Atlanta, but where appropriate may be satisfied by Trees Atlanta's contractors and sub-contractors who perform work directly or indirectly for Trees Atlanta under this Agreement. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of July 1, 2008. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

4.3.2 Evidence of Insurance Required Before Work Begins

Trees Atlanta shall not allow its contractors or sub-contractors to commence any work of any kind pursuant to this Agreement until all insurance requirements contained in this Agreement 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.

4.3.3 Minimum Financial Security Requirements for Insurers

Any and all companies providing insurance required pursuant to this Agreement 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 Agreement 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;
- iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts; and,

Upon failure of Trees Atlanta to furnish, deliver, and maintain such insurance as herein provided, this Agreement, at the election of City, may be declared forthwith suspended, discontinued, or terminated. Failure of Trees Atlanta to take out and/or to maintain any required insurance shall not relieve Trees Atlanta from any liability under this Agreement, nor shall these requirements be construed to conflict with the obligation of this Agreement concerning indemnification.

4.3.4 Insurance Required for Duration of Agreement

Any and all insurance required pursuant to this Agreement shall be maintained during the entire Term of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the City.

The City shall have the right to inquire into the adequacy of the insurance coverage set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.

4.3.5 Notices of Cancellation & Renewal

Contractor/Consultant must, within 2 business days of receipt, forward to the

City, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverages under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

4.3.6 City as Additional Insured

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any Certificate of Insurance provided by Contractor/Consultant as evidence of its compliance with this Appendix B. Contractor/Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. The City shall not have liability for any premiums charged for such coverage.

4.3.7 Mandatory Contractor, Subcontractor, and Sublessee Compliance

Trees Atlanta shall incorporate into each contract that it enters into with a contractor or subcontractor with respect to this Agreement a requirement that such contractor or subcontractor maintain insurance in accordance with the requirements of section 4.3 and indemnify and hold harmless the City in accordance with the provisions of section 4.2.1. In connection therewith, Trees Atlanta shall procure from such contractor or subcontractor evidence of insurance and submit the same to the City as required by section 4.3.2. If for any reason a contractor or subcontractor is unable to procure insurance in compliance with the provisions of section 4.3, then such contractor or subcontractor may be utilized by Trees Atlanta in connection with the performance of this Agreement only if Trees Atlanta is able to provide to the City confirmation, from Trees Atlanta's insurance

carrier, that the acts, errors, or omissions of such contractor or subcontractor are covered by insurance maintained by Trees Atlanta.

4.4 Workers' Compensation and Employer's Liability Insurance

Trees Atlanta 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 under this Agreement:

<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	
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

4.5 General Liability Insurance

Trees Atlanta shall procure and maintain General Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Accord Certificate of Insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance – (Blanket or specific applicable to this Agreement)
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations

4.6 Automobile Liability Insurance

Trees Atlanta shall procure and maintain Automobile Liability Insurance with not less than \$500,000.00 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 Trees Atlanta does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either Trees Atlanta's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

4.7 Excusable Neglect.

Notwithstanding anything to the contrary contained in this Agreement, Trees Atlanta

shall not be liable for any failure to perform, or any delay in performance of, any of its obligations under this Agreement to the extent that such failure or delay is attributable to an act of God, such as windstorm, flood or any other natural cause, or any other cause not within the control of Trees Atlanta and not caused by the negligence or willful misconduct of Trees Atlanta, its officers, employees, agents, contractors, volunteers, and/or of anyone acting at its direction in connection with this Agreement, that renders timely performance by Trees Atlanta of any obligation impossible or impractical without incurring undue cost or expense.

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Non-Discrimination

- 5.1 Non-Discrimination Certification. By execution of this Agreement, Trees Atlanta certifies that, during the Term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, creed, color, religion, sex, national origin, marital status, parental status, age, physical handicap, sexual orientation, or gender identity of such person."

As used herein, the words "shall not discriminate" shall mean and include, without limitation, the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

Trees Atlanta agrees to and shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination statement above, and the other provisions set forth in this section 5 of this Agreement.

- 5.2 Advertisements. Trees Atlanta shall, in all solicitation or advertisement of employees or volunteers, placed by or on behalf of Trees Atlanta, state that all qualified applicants will receive consideration for the employment without regard to race, creed, color, religion, sex, national origin, marital status, parental status, age, physical handicap, sexual orientation, or gender identity.
- 5.3 Contractors and Subcontractors. Trees Atlanta shall take such lawful action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance; provided, however, that in the event Trees Atlanta becomes involved in or is threatened with litigation as a result of such direction by the City, the City

will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City of Atlanta.

- 5.4 Trees Atlanta shall include the provisions of this section 5 of this Agreement in every contract and subcontract so that such provisions will be binding upon each contractor and subcontractor.
- 5.5 A finding that a refusal by Trees Atlanta or contractor or subcontractor to comply with any portion of this section 5 of this Agreement, as herein provided and described, may subject the offending party to cancellation of the Agreement or contract or subcontract as appropriate.
- 5.6 EBO Program. It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City has instituted an Equal Business Opportunity (hereinafter "EBO") program to reinforce and support outreach efforts to open contracting opportunities to all businesses regardless of race, gender or ethnicity. Additionally, the EBO program serves to reduce the economic disadvantages suffered by Minority and Female owned businesses that result from discrimination based on race, gender and ethnicity. The EBO program ensures that the City of Atlanta is not a passive participant in ongoing private sector discrimination. Lastly, the EBO program promotes equal opportunity for all businesses in Atlanta so that equal business opportunity will become institutionalized in the Atlanta marketplace. In support of such efforts, Trees Atlanta agrees that it will utilize good faith efforts, as well as encourage all its subcontractors, to provide outreach to Minority and Female owned businesses and engage them in contracts where possible. Trees Atlanta further agrees to provide monthly reports related to the Minority and Female participation to the Office of Contract Compliance if requested.

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Term of this Agreement

This Agreement shall be effective upon execution by the Mayor for the City and delivery to Trees Atlanta. The Term of this Agreement shall be deemed to have commenced on DATE XXXX, and shall continue until June 30, 2017, in accordance with the terms and conditions of this Agreement, and the costs incurred by Trees Atlanta hereunder are reimbursed in full by the City, in an amount not to exceed \$839,000.00 which \$299,625.00 shall be paid during the City's Fiscal Year 2013, in accordance with the terms and conditions of this Agreement.

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Suspension of Work and Termination of this Agreement

- 7.1 Notice of Default from the City. In the event that the City determines that any of Trees Atlanta's work being performed pursuant to this Agreement is being performed in a manner that is in breach of this Agreement, or that Trees Atlanta is failing to perform work that it should be performing pursuant to this Agreement, the City shall immediately contact Trees Atlanta in writing and shall articulate the corrective action required. The City shall state the number of days that Trees Atlanta 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 Trees Atlanta indicates that it needs additional time and is making a good faith effort to implement the corrective action.
- 7.1.1 Trees Atlanta 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 Trees Atlanta needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
- 7.1.2 In the event that Trees Atlanta 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 work until the corrective action is implemented, at no cost to the City.
- 7.1.3 In the event that the offending action is a failure to perform work, and in the event that Trees Atlanta 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. If the City prepaid Trees Atlanta for the work that Trees Atlanta failed to perform, Trees Atlanta shall reimburse the City for the cost incurred by the City to have the work performed, provided that those costs are documented and reasonable. If Trees Atlanta's failure to perform the work causes the City to incur higher costs than it would have incurred had Trees Atlanta performed the work, Trees Atlanta shall reimburse the City for the additional costs, provided that those costs are documented and reasonable. In the event that Trees Atlanta chooses to challenge the costs incurred by the City, Trees Atlanta shall have the burden of proving that said costs are not reasonable.
- 7.1.4 In the event that the City and Trees Atlanta disagree about the corrective action to be implemented, the parties shall mediate the dispute, or shall utilize another means of Alternative Dispute Resolution ("ADR") satisfactory to both parties, in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the mediation or other form of ADR.

7.1.5 Should the parties be unable to resolve the corrective action issue after mediation or another form of ADR, the City or Trees Atlanta shall have the right to terminate this Agreement at no cost to the City. In the event of such termination, the City shall reimburse Trees Atlanta for all work adequately performed pursuant to this Agreement, minus any damages suffered by the City arising from Trees Atlanta's failure to adequately perform the balance of this Agreement. Except for Trees Atlanta's indemnification responsibilities set forth in section 4.2 above, in no event shall Trees Atlanta's liability for any breach of this Agreement by Trees Atlanta exceed the lesser of the total amount allocated by the City for the Project under this Agreement or the documented costs incurred by the City in completing the Project in accordance with this Agreement.

7.2 Suspension for Safety Hazard. In the event that the City determines that any of Trees Atlanta's work being performed pursuant to this Agreement creates a safety hazard, the City shall have the right to suspend the work immediately and shall bear no cost associated with the suspension. In such event, the City shall follow the procedures set forth in section 7.1 above, except that the City's notice to Trees Atlanta shall occur within twenty-four hours of suspending the work, shall be in writing and by telephone, shall include the fact that the work has been suspended, and shall set forth the corrective action required in order for the work to be permitted to resume. The work shall remain suspended until the corrective action is implemented. The City is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by or to Trees Atlanta in the event that the City does not detect a safety hazard. The quality and safety of the work performed under this Agreement by or at the direction of Trees Atlanta is the responsibility of Trees Atlanta and not the City.

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Miscellaneous

- 8.1 No Joint Venture. The City and Trees Atlanta are not and shall not be deemed to be, for any purpose, partners or joint-venturers with each other.
- 8.2 Notices. All notices required to be given to Trees Atlanta hereunder shall be in writing and given by recognized overnight courier, or by certified mail, return receipt requested, postage prepaid (with a copy sent via regular mail) addressed as follows:

ATTN: Greg Levine and Connie Veates, Co-Executive Directors
Trees Atlanta
225 Chester Avenue
Atlanta, Georgia 30316

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

ATTN:
of Parks and Recreation
City of Atlanta
N.E.
Harris Tower – Suite 1600
Atlanta, Georgia 30303

Commissioner, Department
233 Peachtree Street,

or such other address as may be designated by the City by written notice to Trees Atlanta.

No notice shall be effective if purported 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 (3rd) business day after the same was deposited, postpaid, with the United States Postal Service.

- 8.3 Authority. This Agreement shall constitute good and sufficient evidence of Trees Atlanta's authority to perform the work pursuant to this Agreement, without the necessity of obtaining any additional permits or other approvals from the City, or anyone therein.
- 8.4 Governing Law; Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the City or Trees Atlanta. This Agreement shall be construed and performed according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials and officers, to be attested, and their respective seals to be hereunto affixed, as of the day and year first above written.

ATTEST:

TREES ATLANTA, INC.

Secretary

by _____
Title:

ATTEST:
(Seal)

CITY OF ATLANTA

Municipal Clerk

Mayor Kasim Reed

APPROVED AS TO INTENT:

Commissioner, Department of Parks and

Recreation

APPROVED AS TO FORM:

APPROVED:

Sr. Assistant City Attorney

Director, Department of Procurement