

13R3790

A RESOLUTION

BY COUNCIL MEMBER(S)



A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER 1 TO THE AGREEMENT WITH THE BLOOMBERG FAMILY FOUNDATION INC., FOR THE MAYORS' PROJECT FOR THE PURPOSE OF EXTENDING THE TERM OF THE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City"), was selected as recipient of grant funds from The Bloomberg Family Foundation Inc, ("Bloomberg") for the Mayors' Project, an initiative with the purpose of helping mayors unlock innovation to solve pressing local challenges, create new value for residents and position cities for long-term growth and opportunity (the "Project"); and

WHEREAS, Ordinance 11-O-1138 adopted by the Atlanta City Council on August 15, 2011 and approved per City Charter Section 2-403 on August 24, 2011, authorized the Mayor to execute documents in connection with acceptance of grant funds from Bloomberg and implementation of the Project; and

WHEREAS, the City entered into a grant agreement with Bloomberg for implementation of the Project in the amount of Three Million One Hundred Twenty Three Thousand Dollars and No Cents (\$3,123,000.00) which expires on December 31, 2013 (the "Agreement"); and

WHEREAS, the Project has not been completed and the City and Bloomberg desire to enter into amendment number 1 to the Agreement extending the term of the Agreement to October 31, 2014; and

WHEREAS, it is the best interest of the City to enter into amendment number 1 to the Agreement extending the term to October 31, 2014.

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 authorized to enter amendment number 1 to the Agreement with Bloomberg in substantially similar form to the document attached hereto as Exhibit A extending the term of the Agreement to October 31, 2014 and revising the schedule of deliverables.

BE IT FURTHER RESOLVED, that amendment number 1 to the Agreement shall not require additional commitments or funds above those obligated under the Agreement.

BE IT FINALLY RESOLVED, that amendment number 1 will not become binding on the City, and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered Bloomberg.

EXHIBIT A

**GRANT AMENDMENT
BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC.
AND THE CITY OF ATLANTA**

The City of Atlanta, Georgia and The Bloomberg Family Foundation Inc., the parties to that certain grant agreement, dated as of November 1, 2011 (the "Grant Agreement"), desire to, and hereby do, amend the Grant Agreement as follows (please check appropriate boxes):

X The Grant Term is extended to October 31, 2014.

X The last line of the reporting schedule in Section 4(c) is modified as follows:

Report Type	Report Requirements	Report Due Date
Semi-annual Financial / Narrative	Semi-annual activity for the period from November 1, 2013 through April 30, 2014 <ul style="list-style-type: none">• Financial reporting against approved budget items using the template provided by the Foundation.• Narrative report in a format established by the Foundation.• Index of Progress using data reporting system provided by the Foundation.	July 1, 2014
Final Report	November 1, 2011 through October 31, 2014 <ul style="list-style-type: none">• Financial reporting using the template provided by the Foundation.• Narrative report in a format established by the Foundation.• Index of Progress using data reporting system provided by the Foundation.	January 5, 2015

X Schedule B is replaced in its entirety with the Revised Schedule B attached hereto.

This amendment (the "Amendment") is effective as of the date written below.

Capitalized terms not otherwise defined here shall have the meanings given to them in the Grant Agreement.

Except as amended and supplemented hereby, the Grant Agreement is hereby ratified, confirmed and reaffirmed in all respects.

For the convenience of the parties, any number of counterparts of this Amendment may be executed by any one or more parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute in the aggregate but one and the same instrument. This Amendment, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

This Amendment, its validity, construction and performance shall be governed by and construed in all respects under the laws of the State of New York without regard to the laws that would otherwise apply under applicable choice-of-law principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of

_____.

By: _____

Name: _____

Title: _____

The Bloomberg Family Foundation Inc.

By: _____

Name: _____

Title: _____

City of Atlanta¹

____ of two originals

¹ Atlanta: Please advise as to what additional signature blocks you will need on this and the following page.