

AN ORDINANCE BY COUNCILMEMBER NATALYN ARCHIBONG AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE SOURCE SELECTION REQUIREMENTS CONTAINED IN SECTION 2-1547 OF ARTICLE X PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND AUTHORIZING THE MAYOR TO ENTER INTO FIRST A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC., ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	07/09/2014 12:34 PM
Finance/Executive Committee	Pending	
Mayor's Office	Pending	

HISTORY:

07/07/14	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 7/16/2014 1:00 PM
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 7/16/2014 1:00 PM
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Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

**CITY COUNCIL
ATLANTA, GEORGIA**

14-O-1352

SPONSOR SIGNATURES



Natalyn Mosby Archibong, Councilmember, District 5

AN ORDINANCE BY COUNCILMEMBER NATALYN ARCHIBONG AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE SOURCE SELECTION REQUIREMENTS CONTAINED IN SECTION 2-1547 OF ARTICLE X PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND AUTHORIZING THE MAYOR TO ENTER INTO FIRST A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC., ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, The Cabbagetown Initiative Community Development Corporation, Inc., (“Cabbagetown Initiative”) is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development; and

WHEREAS, based on its mission the Cabbagetown Initiative created Cabbagetown Park and Community Center located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property and 177 Estoria Street, Atlanta, Georgia 30316, commonly known as Sheltering Arms; and the Community Center located on that portion of the park located at 177 Estoria Street (Cabbagetown Park and Community Center collectively referred to as the “Park”); and

WHEREAS, the City entered into a Memorandum of Understanding (“MOU”) with the Cabbagetown Initiative pursuant to Resolution 03-R-1459 adopted by the Atlanta City Council on September 15, 2003 and approved by the Mayor on September 23, 2003 and a Renewal to the MOU pursuant to Resolution 09-R-0678 adopted by the Atlanta City Council on May 4, 2009 and approved by the Mayor on May 12, 2009 for the creation and maintenance of Cabbagetown Park; and

WHEREAS, the MOU has expired; and

WHEREAS, the City and the Cabbagetown Initiative desire to continue their working relationship for the benefit of the Park, Cabbagetown neighborhoods and Atlanta residents; and

WHEREAS, the Cabbagetown Initiative has indicated an interest in purchasing the Community Center and the City desires to offer the Cabbagetown Initiative an option to purchase the Community Center subject to a solicitation for bids and the Cabbagetown Initiative matching the highest bidder; and

WHEREAS, the benefits provided by the Cabbagetown Initiative continue to be of great contribution to the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby ordains as follows:

SECTION 1: That Section 2-1547 of Article X Procurement and Real Estate Code of the City of Atlanta Code of Ordinances is waived to the extent of any conflict with this ordinance and that all other ordinances or parts of ordinances in conflict with this ordinance are also waived to the extent of the conflict.

SECTION 2: That the Mayor, on behalf of the City, is hereby authorized to enter into the MOU in substantially the same form as attached hereto as Exhibit A.

SECTION 3: That the MOU shall include an option for the Cabbagetown Initiative to purchase the Community Center subject to a solicitation for bids and the Cabbagetown Initiative matching the highest bidder.

SECTION 4: That the City Attorney is hereby directed to prepare for execution by the Mayor, the MOU.

SECTION 5: That the MOU shall not become binding on the City, and the City shall incur neither obligation nor liability there under, until same has been approved by the City Attorney as to form, signed by the Mayor, attested to by the Municipal Clerk and delivered to the Cabbagetown Initiative.

SECTION 6: That all ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of the conflict.

AN ORDINANCE BY *Natalyn Archibong*
COUNCILMEMBER NATALYN ARCHIBONG

AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE SOURCE SELECTION REQUIREMENTS CONTAINED IN ARTICLE X PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND AUTHORIZING THE MAYOR TO ENTER INTO FIRST A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC., ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, The Cabbagetown Initiative Community Development Corporation, Inc., (“Cabbagetown Initiative”) is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development; and

WHEREAS, based on its mission the Cabbagetown Initiative created Cabbagetown Park and Community Center located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property and 177 Estoria Street, Atlanta, Georgia 30316, commonly known as Sheltering Arms; and the Community Center located on that portion of the park located at 177 Estoria Street (Cabbagetown Park and Community Center collectively referred to as the “Park”); and

WHEREAS, the City entered into a Memorandum of Understanding (“MOU”) with the Cabbagetown Initiative pursuant to Resolution 03-R-1459 adopted by the Atlanta City Council on September 15, 2003 and approved by the Mayor on September 23, 2003 and a Renewal to the MOU pursuant to Resolution 09-R-0678 adopted by the Atlanta City Council on May 4, 2009 and approved by the Mayor on May 12, 2009 for the creation and maintenance of Cabbagetown Park; and

WHEREAS, the MOU has expired; and

WHEREAS, the City and the Cabbagetown Initiative desire to continue their working relationship for the benefit of the Park, Cabbagetown neighborhoods and Atlanta residents; and

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THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby ordains as follows:

SECTION 1: Article X Procurement and Real Estate Code of the City of Atlanta Code of Ordinances is waived to the extent of any conflict with this ordinance and that all other ordinances or parts of ordinances in conflict with this ordinance are also waived to the extent of the conflict.

SECTION 2: That the Mayor, on behalf of the City, is hereby authorized to enter into the MOU in substantially the same form as attached hereto as Exhibit A.

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SECTION 4: That the City Attorney is hereby directed to prepare for execution by the Mayor, the MOU.

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SECTION 6: That all ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of the conflict.

EXHIBIT 'A'

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC.

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2014, is between the City of Atlanta ("City") and the Cabbagetown Initiative Community Development Corporation, Inc. ("Cabbagetown Initiative") (collectively, "the Parties").

I. Background

The Cabbagetown Initiative is a non-profit corporation whose mission is to enhance the quality of life in the Cabbagetown community by empowering neighbors to act collectively for community development. The initial focus of the Cabbagetown Initiative is to create a park with a community center in the Cabbagetown neighborhood.

The City desires to assist the Cabbagetown Initiative with its mission. Accordingly, the City owns Cabbagetown Park located at 701 Kirkwood Avenue, Atlanta, Georgia 30316, commonly known as the Grant School Property; and 177 Estoria Street, Atlanta, Georgia 30316, commonly known as Sheltering Arms, and a community center located on that portion of Cabbagetown Park located at 177 Estoria Street ("the Community Center"). The Cabbagetown Park and Community Center are collectively referred to as the "Park" in this MOU.

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 further their common goal of developing, managing, and enhancing the Park. While pursuing the goals set forth in this MOU, the Parties will remain sensitive to the impact of work and activities in the Park upon residents of the surrounding neighborhoods and will strive to accomplish these goals in a manner that minimizes disruption to the neighbors.

II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and the Cabbagetown Initiative in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Park, except as otherwise provided herein.
- B. The City shall maintain its authority to make all final decisions regarding the Park, but shall exercise this authority in the spirit of good faith cooperation with the Cabbagetown Initiative.
- C. All City decisions regarding the Park shall be made and communicated in writing by the Commissioner of the Department of Parks and Recreation (“the Commissioner”), or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner.
- D. The Cabbagetown Initiative shall develop, maintain, and manage the Park consistent with this MOU and the Master Plan approved by the City on August 20, 2004.
- E. Project proposals and implementation plans for improvements and other initiatives in the Park shall be prepared by the Cabbagetown Initiative, based on available funds and the Master Plan. The Cabbagetown Initiative shall comply with the City’s review and approval process for park projects, improvements and initiatives, said process to be established by the Commissioner. The Cabbagetown Initiative shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained. The Cabbagetown Initiative shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City’s review and approval process, and it has received written approval from any other governmental body or regulatory agency from which approval is required.
- F. The Cabbagetown Initiative shall be responsible for implementing the projects, improvements or other initiatives that have been approved as set forth in section IIE above.
- G. When a decision regarding the Park 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 Cabbagetown Initiative within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section IIC above, this thirty day time limit shall not apply.
- H. The City shall have the right to oversee all work performed upon the Park, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives.

- I. The Cabbagetown Initiative shall have primary responsibility for raising additional funds for the Park, and will oversee the use of funds it raises, making certain that the funds are utilized consistent with the Master Plan and this MOU.
- J. Other parties may contribute to the improvement of the Park, as long as all gifts are in conformance with the Master Plan and subject to City approval and oversight.
- K. Though the City has the right to oversee all work being performed at the Park by or on behalf of the Cabbagetown Initiative, it is not obligated to do so. In addition, though the City has the right to suspend a Park project being performed by or on behalf of the Cabbagetown Initiative if the project creates a safety hazard, it is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by the Cabbagetown Initiative in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of the Cabbagetown Initiative is the responsibility of the Cabbagetown Initiative and not the City.
- L. The City shall be responsible for any claim, damage, loss or expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the CITY, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. The Cabbagetown Initiative shall be responsible for any claim, damage, loss or expense arising from the Park that is attributable to intentional or negligent acts, errors, or omissions by the Cabbagetown Initiative, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. Neither this MOU, nor this provision specifically, shall waive the City's nor the Cabbagetown Initiative's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Park.
- M. Any personnel employed by or volunteering on behalf of the Cabbagetown Initiative shall be deemed "employees" or "volunteers" respectively of the Cabbagetown Initiative, and shall not be deemed employees or volunteers of the City. The Cabbagetown Initiative shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation or other employment obligation incident to their work.

- N. The Cabbagetown Initiative shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed at the Park by Cabbagetown Initiative's volunteers, contractors and subcontractors, including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- O. The City and the Cabbagetown Initiative shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, physical handicap, or sexual orientation in the implementation of the Master Plan or this MOU.
- P. The Cabbagetown Initiative shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by the Cabbagetown Initiative and all costs incurred by the Cabbagetown Initiative, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU unless otherwise specified by applicable law. The City of Atlanta or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit the Cabbagetown Initiative's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.

III. City Responsibilities

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

- A. Maintain the full range of existing commitments to the Park, including basic maintenance, litter control, and utilities commitments, and provide a letter reflecting those commitments to the Cabbagetown Initiative for fundraising purposes.
- B. Provide maintenance of the Park infrastructure.
- C. Provide sanitation services for the Park at no cost to the Cabbagetown Initiative. Sanitation services shall include weekly garbage collection.
- D. Provide, or arrange and pay for provision of utilities for the Park.,
- E. Protect the Park and the new investments therein by coordinating the management of events held in the Park with the Cabbagetown Initiative, such that the management is consistent with design features and other guidelines set forth in the Master Plan.

- F. Make certain that all funds committed by the City to the Park are used effectively, efficiently, and as intended.
- G. Cooperate with Cabbagetown Initiative on its effort to redevelop the Community Center building into a LEED certified building.

IV. Cabbagetown Initiative Responsibilities

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

- A. Actively pursue and engage in fundraising to support initiatives for enhancing the Park.
- B. Manage and operate the Park in a manner that is consistent with the Master Plan.
- C. In addition to the City's performance of routine maintenance, provide additional maintenance so that the Park, remains in a safe and attractive condition, and so that all capital improvements are adequately maintained to protect the investments made.
- D. Maintain all plants and vegetation planted to meet the design requirements of the Master Plan.
- E. Support maintenance and programming activities necessary to improve and protect the Park consistent with the Master Plan.
- F. Serve as the major catalyst for interested parties to be involved with the Park through advocacy, volunteer, and/or fundraising activities, and through working with the Cabbagetown Initiative Board of Directors.
- G. Make certain that all funds committed by or to the Cabbagetown Initiative for use regarding the Park are used effectively, efficiently, and as intended.
- H. Shall not owe rent to the City.

V. Contractors Performing Work on the Park

- A. The Cabbagetown Initiative shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with the Cabbagetown Initiative that includes the following

indemnification provision, with the exception that the name of the contractor or subcontractor shall replace “Contractor” as used herein below:

“Indemnification and Hold Harmless Clause”

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys’ fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

Contractor’s aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers’ compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

- B. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative, and shall be included in a contract between the Cabbagetown Initiative and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this

MOU. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this MOU.

1. The Cabbagetown Initiative shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this MOU until all Insurance requirements contained in this MOU shall have been complied with, and until evidence of such compliance satisfactory to the CITY as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Any and all companies providing insurance required pursuant to this MOU must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this MOU must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the CITY, written notification shall be mailed by the CITY to the Cabbagetown Initiative, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the CITY, and shall submit evidence of the same to the CITY as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Park:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

4. Automobile Liability Insurance

Every contractor and subcontractor that performs work related to the Park for or on behalf of the Cabbagetown Initiative shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of the Cabbagetown Initiative to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, this MOU, at the election of the City, may be declared forthwith suspended, discontinued, or terminated. Failure of a Cabbagetown Initiative's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve the Cabbagetown Initiative, its contractors or subcontractors, from any liability under this MOU, nor shall these requirements be construed to conflict with the obligation of this MOU concerning indemnification.
6. The City shall be covered as an additional insured under any and all Insurance required pursuant to this MOU, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this MOU

shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

VI. Term of MOU

This MOU will commence as of the date of its full execution, as shall be reflected on the first page of the MOU, and the MOU will continue in effect for five (5) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional five-year term

VII. Suspension of Work and Termination of MOU

- A. In the event that the City determines that any work being performed on the Park, or any failure to perform work on the Park, is inconsistent with the Master Plan, this MOU, and/or the project, improvement or initiative plans approved as set forth in section II above, the City shall immediately contact the Cabbagetown Initiative in writing and shall articulate the corrective action required. The City shall state the number of days that the Cabbagetown Initiative 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 the Cabbagetown Initiative indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. The Cabbagetown Initiative 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 the Cabbagetown Initiative needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 2. In the event that the Cabbagetown Initiative does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.

3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that the Cabbagetown Initiative 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. The Cabbagetown Initiative shall reimburse the City for the reasonable cost of performing the work.
 4. In the event that the City and the Cabbagetown Initiative disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution (“ADR”) in an attempt to resolve the matter. The work at issue shall be suspended until the completion of the ADR.
 5. Should the Parties be unable to resolve the corrective action issue after ADR, the City shall have the right to terminate this MOU for cause, at no cost to the City.
- B. In the event that the City determines that any work being performed on the Park creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify the Cabbagetown Initiative, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
- C. In the event that the City determines that any failure to perform work on the Park is creating a safety hazard, the City shall close the Park, and shall bear no cost associated with the closure. The City shall immediately notify the Cabbagetown Initiative, in writing and by telephone, that the Park has been closed and the corrective action required. The Park shall remain closed until the corrective action is implemented.
- D. Either Party shall have the right to terminate this MOU without cause at any time prior to the MOU’s expiration by giving written notice to the other Party at least ninety (90) days prior to the date such termination is to be effective. Should the City terminate this MOU prior to its expiration, the City shall reimburse the Cabbagetown Initiative for the reasonable and proper unamortized costs of the capital improvements, if any, made by or at the cost of the Cabbagetown Initiative and approved in writing by the Commissioner. The Cabbagetown Initiative must document the costs of any and all capital improvements in a form and detail satisfactory to the Commissioner and submit same within 30 calendar days following completion of the work for review and approval, for the purpose of

establishing the unamortized costs of the improvements. The capital costs of the improvements shall be amortized based upon a straight-line depreciation schedule over the initial term of this MOU, with zero salvage value.

- E. If at any time during the term this Memorandum of Understanding or any renewals thereof, the City decides to sell the Community Center, Cabbagetown Initiative shall have the first option to purchase the property at the purchase price of One Hundred Thousand (\$100,000.00) Dollars or the fair market value of the land upon which the Community Center sits, whichever is less. The City shall notify Cabbagetown Initiative of its intent to sell the property and Cabbagetown Initiative shall have thirty days to respond with its intent to purchase the property. If Cabbagetown Initiative responds that it desires to exercise its option, the parties shall cooperate in ensuring that such transfer occurs.
- F. If at any time during the term of this Memorandum of Understanding or any renewals thereof, Cabbagetown Initiative expresses a willingness and ability to purchase the Community Center, the City shall offer the property for sale at a purchase price of One Hundred Thousand (\$100,000.00) Dollars or the fair market value of the land upon with the Community Center sits, whichever is less.

VIII OPTION

- A. City hereby grants the Cabbagetown Initiative an option to purchase the Community Center subject to the following terms and conditions (the "Purchase Option"). The Purchase Option may be exercised by the Cabbagetown Initiative at any time during the Term, after the City announces its intent to sell the Community Center, by giving the City written notice of the Cabbagetown Initiative's desire to exercise its Purchase Option.
- B. Upon receiving notice from the Cabbagetown Initiative of its desire to exercise its Purchase Option, the City shall (i) obtain a sealed appraisal by a certified general appraiser of Georgia which appraisal shall contain a separate valuation reflecting fair market value for the land, a separate valuation reflecting fair market value for the buildings and structures thereon, and a valuation reflecting fair market value for the entire property as improved (land with buildings and structures), and (ii) solicit sealed bids for the sale of the Community Center. If the highest bidder is someone other than the Cabbagetown Initiative, the Cabbagetown Initiative shall have the right to match the highest bid and purchase the Community Center pursuant to the terms and conditions stated in the solicitation. The City's solicitation for bids shall include notice of the

Cabbagetown Initiative's Purchase Option. At no time shall the Community Center be sold to a third party or the Cabbagetown Initiative for less than the appraised value.

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

ATTEST:
Sworn to and subscribed
Before me this ____ day
of _____, 2014.

**CABBAGETOWN INITIATIVE
COMMUNITY DEVELOPMENT
CORPORATION:**

Notary Public

DONNA K. WEBSTER, PRESIDENT

(Signatures Continued on Next Page)

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

KASIM REED, MAYOR

RECOMMENDED:

Commissioner,
Department of Parks and Recreation

APPROVED AS TO FORM:

APPROVED:

Senior Assistant City Attorney

Chief Procurement Officer

<p>(Do Not Write Above This Line)</p> <p>AN ORDINANCE BY</p> <p>COUNCILMEMBER <i>NATALYN ARCHIBONG</i> <i>Natalyn Archibong</i></p> <p>AN ORDINANCE AUTHORIZING THE CITY OF ATLANTA TO WAIVE THE COMPETITIVE SOURCE SELECTION REQUIREMENTS CONTAINED IN ARTICLE X PROCUREMENT AND REAL ESTATE CODE OF THE CITY OF ATLANTA CODE OF ORDINANCES; AND AUTHORIZING THE MAYOR TO ENTER INTO FIRST A MEMORANDUM OF UNDERSTANDING WITH THE CABBAGETOWN INITIATIVE COMMUNITY DEVELOPMENT CORPORATION, INC., ON BEHALF OF THE DEPARTMENT OF PARKS AND RECREATION; AND FOR OTHER PURPOSES.</p>	<p>First Reading</p> <p>Committee _____ Date _____ Chair _____ Referred To _____</p> <p>Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____</p> <p>Refer To _____</p>	<p>Second Reading</p> <p>Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____</p> <p>Refer To _____</p>	<p>FINAL COUNCIL ACTION</p> <p><input type="checkbox"/> 2nd <input type="checkbox"/> 1st & 2nd <input type="checkbox"/> 3rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote</p>
<p><input type="checkbox"/> CONSENT REFER</p> <p><input type="checkbox"/> REGULAR REPORT REFER</p> <p><input type="checkbox"/> ADVERTISE & REFER</p> <p><input type="checkbox"/> 1st ADOPT 2nd READ & REFER</p> <p><input type="checkbox"/> PERSONAL PAPER REFER</p> <p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p>	<p>Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____</p> <p>Refer To _____</p>	<p>Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) Other _____ Members _____</p> <p>Refer To _____</p>	<p>MAYOR'S ACTION</p>