

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT entered into this _____ day of _____, 1969, by and between the CITY OF ATLANTA, a municipal corporation, (Model Cities Program), hereinafter referred to as the "CDA", and Atlanta Parks Department of the City/County of Atlanta/Fulton, State of Georgia, hereinafter referred to as the "Agency".

W I T N E S S E T H :

WHEREAS, The CDA on the 20th day of May, 1969, received a Grant under Title 1 of the Demonstration Cities and Metropolitan Development Act of 1966 from the Office of the U. S. Department of Housing and Urban Development, hereinafter referred to as HUD, said grant designated as HUD Grant No. ME-10-001; and

WHEREAS, pursuant to said grant the CDA is undertaking certain activities; and

WHEREAS, the CDA desires to engage the Agency to render certain assistance in such undertakings,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto it is agreed as follows:

1. The agency shall, in a satisfactory and proper manner as determined by the CDA, perform the following services:

EXHIBIT A

<u>PROJECT NO. & DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
RC-003N Purchase Vacant Land for Block Parks and Playlots	32,936	
(a) Increase recreation space within easy access of all Model Neighborhood Residents, as specifically set forth in attachment marked; Exhibit A		

EXHIBIT B

<u>PROJECT NO. & DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
RC-005N Mobile Recreation Centers	47,000	-0-
(b) Provide five mobile recreation centers at existing parks locations, as specifically set forth in attachment marked; Exhibit B		

2. Any release to the news media pertaining to the services as stated herein shall be cleared through the CDA Director prior to its release. Any publicity given to the program's project herein must recognize the Atlanta Model Neighborhood Program as the sponsoring agency, funded by the U.S. Department of Housing and Urban Development.
3. The services of the agency shall commence as soon as practicable after the execution of this contract and operate for that period of time specifically set forth in the respective exhibits.

A. CDA and Agency Agree:

1. Payment shall be on a monthly reimbursement basis upon CDA's receipt of a report of combined cost control and statement of accountability from the agency (forms to be provided).

2. Payment under this contract is limited to the below designated projects, together with the total costs stated, and in accordance with the respective project's budgets which are a part of their respective exhibits herein.

<u>PROJECT NO. & DESCRIPTION</u>	<u>TOTAL BUDGET</u>	
	<u>SUPPLEMENTAL</u>	<u>NON-SUPPLEMENTAL</u>
RC-003N Purchase Vacant Land for Block Parks and Playlots	32,936.	
RC-005N Mobile Recreation Centers	47,000	-0-

3. It is expressly understood and agreed that in no event shall the total compensation for a project exceed the maximum sum indicated above.
4. This agreement is subject to and incorporates the provisions attached hereto as Part II Terms and Conditions. Attached Labor Standards are applicable to project numbers RC-003N and RC-005N.
5. This contractual agreement may be renewed or re-negotiated upon receipt of funds from federal or local sources on a year-to-year basis.
6. Changes.
- Any change in the scope of services of the Agency to be performed hereunder, including any increase or decrease in the amount of the Agency's compensation, must have prior approval from the CDA and must be incorporated in written amendments to this contract. Likewise any change in scope of services of CDA, which is mutually agreed upon by and between CDA and Agency, shall be incorporated in written amendments to this contract. If the Agency incurs expenses in excess of the amount allowable under

this contract, the amount of the over-expenditure must be absorbed by the Agency. However, this does not preclude the Agency from requesting a modification of this contract when it becomes evident that the Agency's efforts must be expanded to adequately serve program participants.

7. Termination of Contract.

If, through any cause, the Agency shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Agency shall violate any of the covenants, agreements, or stipulations of this contract, or if the grant from HUD under which this contract is made is terminated by HUD, the CDA shall thereupon have the right to terminate this contract by giving written notice to the Agency of such termination and specifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Agency under this contract shall, at the option of the CDA, become its property and the Agency shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of the contract. If the CDA withholds payment, it shall advise the Agency and specify the actions that must be taken, in case of suspension, as a condition precedent to the resumption of payments. The Agency will remit any unexpended balance of payments on account of grant as well as such other portions of such payments previously received as determined by the CDA to be due the CDA. The action of the CDA in

accepting any such amount shall not constitute a waiver of any claim which the CDA may otherwise have arising out of this agreement.

8. Travel Expenses.

The Agency expenses for travel shall not exceed those allowable under the customary practice in the government of which the agency is a part.

9. Covenant Against Contingent Fees.

The Agency warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CDA shall have the right to annul this contract without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. Compliance with Local and Federal Rules, Regulations and Laws.

The Agency shall comply with all applicable law, ordinances and codes of the state and local governments.

11. Shift of Funds.

Funds may be shifted between line items of a single project without prior approval only to the extent that such action is not a result of significant change in an approved program and so long as it does not exceed 10% of the line item total from which the funds are being removed or to which added. A report of fund shifts will be made to the CDA fiscal officer within three work days after its effective date. Any shifts of funds between projects or other changes must be approved in advance of obligations.

12. Financial Statement.

Subject to receipt of funds from HUD, the CDA shall

make payment under this contract in accordance with the following method, such payment to be made upon presentation of a requisition for payment by the agency. The requisition for payment shall indicate the disposition of the amount requested by reference to the categories of expenses as detailed in respective budgets.

The agency will furnish the CDA a financial statement each month indicating the expenditure of CDA's funds for that month. This statement is to reach the CDA not later than the 5th of the month following the month the expenditure was made. (Forms and Instructions will be provided).

The Agency will furnish the CDA a statement submitted by the appropriate financial officer stating that he accepts the responsibility for providing financial services adequate to insure the establishment and maintenance of an accounting system with adequate internal control.

Books of Account and Records.

The agency shall maintain a general ledger in which to record a summarization of all accounting transactions relating to the projects listed herein, and to classify such transactions according to the accounts prescribed in the project budget categories. In addition, the agency shall maintain a cash receipt and disbursement register in which receipt of funds and disbursement of funds will be documented. Funds disbursed by the agency shall be made by pre-numbered checks used in numerical sequence and must be supported by appropriate documentation, such as payroll, invoices, contracts, travel payment, etc., evidencing the nature

and propriety of each payment, and showing the approval of the chief fiscal officer or other authorized official of the agency.

Fidelity Bonding Requirements.

Prior to the disbursement of funds to the Agency the CDA shall receive a statement from the Agency's chief fiscal officer or insurer assuring that all persons handling funds received or disbursed under this contract are covered by fidelity insurance in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the CDA for its own employees.

(Additional information, if needed, will be supplied by CDA).

13. Maintenance of Records.

The agency shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the CDA or HUD to assure a proper accounting for all project funds. These records will be made available for audit purposes to the CDA, HUD or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this contract.

14. Non-Expendable Property.

All non-expendable property acquired for the program will revert to the CDA unless otherwise provided for, such non-expendable property being property which will not be consumed or lose its identity, and which cost \$100 or more per unit and is expected to have a useful life of one year or more. All such property acquired by the agency will be listed on a property record inventory by description, model and serial number, date of acquisition, cost of acquisition and identified as new or used. An updated signed copy of this inventory will be provided the Program Management

IN WITNESS WHEREOF, the CDA and Agency have executed this agreement as of the date first above written.

ATTEST:

CITY OF ATLANTA

(SEAL)

BY: _____

City Clerk

BY: _____

Mayor

APPROVED:

ATLANTA PARKS DEPARTMENT

BY: _____

Director
Model Neighborhood Program

BY: _____

(Title)

(SEAL)

APPROVED AS TO FORM:

Associate City Attorney