

GEORGIA FULTON COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____, 1969, by and between the City of Atlanta, Georgia (hereinafter called the City) and Central Atlanta Progress, Inc. (hereinafter called the C. A. P.).

WITNESSETH:

WHEREAS, detailed Central Atlanta planning as called for in the City's Approved Land Use Plan, is needed on a continuing basis; and

WHEREAS, the Central Area Planning Policy Committee was established to guide development of this continuing planning process, said committee consisting of: the Mayor of Atlanta, Chairman of the Aldermanic Finance Committee, Chairman of the Aldermanic Planning and Development Committee, Chairman of C.A.P. Executive Committee, and the President of C. A. P. ; and

WHEREAS, the City Planning Department and the Director of Planning for C.A.P. have developed a study design, entitled "Central ~~Area~~ Atlanta Planning Program", which outlines organization, working arrangement, work program and financing for the planning process; and

WHEREAS, the U. S. Department of Transportation and the U. S. Department of Housing and Urban Development have matching funds and/or services available to finance Central Atlanta studies; and

WHEREAS, a Sub-Area Transportation Study, for which C. A. P. has pledged substantial financial and personal support, is a pre-requisite for receiving the maximum amount of such funds;

NOW, THEREFORE, for valuable consideration, it is mutually agreed as follows:

Section 1

The City and the C. A. P. agree ~~to~~^{to} jointly undertake a Central Atlanta Planning Program as outlined in the Study Design for the Central Atlanta Planning Process which is included as Exhibit "A".

Section 2

The City and the C. A. P. further agree to the Summary of Costs included in Exhibit "A" and will implement the Study Design by substantially following the work program, also included in Exhibit "A". It is understood that any changes may be made in the work program upon the mutual agreement of both parties.

Section 3

The City agrees to exercise all possible diligent efforts to obtain any and any financial assistance that might be available from the Federal Government for the purpose of financing the Central Atlanta Planning Program.

Section 4

In the event Federal financial assistance is made available, C.A.P. does hereby agree to pool its financial resources available for the Central Atlanta Planning Program with the resources of the City for the financing of the program. Specifically, C.A.P. agrees, in the event Federal assistance is available, to pay over to the City \$25,000 in cash and further to provide staff and other support of the program, the full cost of which shall not be less than \$43,000. C.A.P. agrees to document said staff and support costs in the manner acceptable to the granting agency and to provide the City the full documentation of such costs when requested to do so by the City ^{after} ~~upon~~ which ~~The~~ City agrees to assume the full financial administration of the grant project..

Witnesses:

City of Atlanta

By: _____
Mayor

Central Atlanta Progress, Inc.

By: _____
President

↓
APPROVED AS TO FORM

CITY ATTORNEY