

Urban Corps

CITY OF ATLANTA



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October 23, 1969

Mr. George Berry
Deputy Chief Administrative Officer
206 City Hall
Atlanta, Georgia 30303

Dear Mr. Berry:

I recently received from your office, through Mr. George Howell, certain papers relating to the Urban Corps and the Southern Regional Education Board. One of the papers is a letter dated October 17, 1969 from Mr. William R. O'Connell, Jr. to Mayor Allen, setting forth certain stipulations for the continuation of the Urban Corps internship program through December, 1969.

The problem appears to be whether the above letter might be agreed to and thereby become a contract in accordance with the terms of a resolution adopted October 6, 1969.

In an effort to understand the problem, I have examined your file on the Urban Corps and read considerable papers. I am still not certain that I fully comprehend it.

The resolution adopted October 8, 1969 states that "the Mayor is authorized to execute an agreement with the Southern Regional Education Board providing that the Board will assume all financial responsibility for the payroll costs of the Urban Corps for the fall 1969." The resolution further allows the payment of not more than \$8000.00 for interns that are used solely by the City.

I do not feel that simply having the Mayor sign Mr. O'Connell's letter agreeing to the terms therein would be sufficient under the circumstances. This is not to say that a contract cannot be raised

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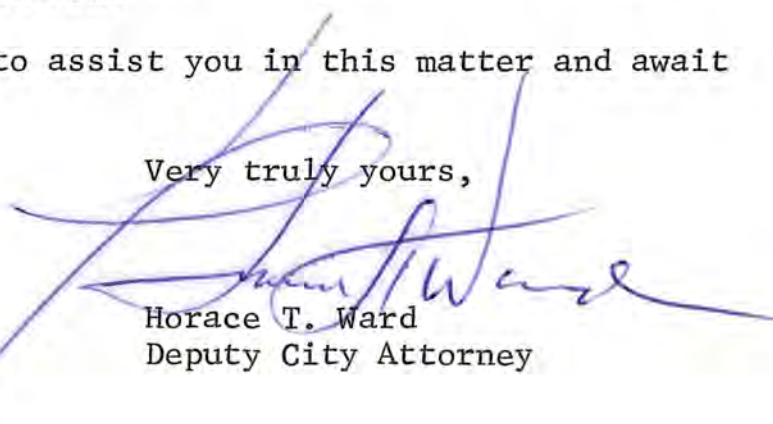
by the acceptance of a letter or the exchange of letters, but such a procedure is more suitable for private persons than for public bodies.

In order to satisfy the requirements of the resolution of October 8, 1969, an agreement containing specific details is necessary. At the same time, the document should be in the nature of a formal contract, not solely for the sake of formality, but for the sake of clarity.

According to my understanding, it appears that SREB officials had some objections to a proposed contract. It might be that some other approach will be acceptable to them and also satisfy the requirements of the resolution.

I remain available to assist you in this matter and await further instructions.

Very truly yours,



Horace T. Ward
Deputy City Attorney

HTW/cj

cc: George Howell