

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, TO APPROVE RENEWAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANDY SPRINGS AND THE FRIENDS OF LOST CORNER, INC. AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the City of Sandy Springs (“Sandy Springs”) and The Friends of Lost Corner, Inc. (“FOLC”) entered into a Memorandum of Understanding (“MOU”) on March 15, 2013, for the purpose of working together to increase the funding and public use of Lost Corner Preserve (“Lost Corner”) by Sandy Springs’ residents; and

WHEREAS, Lost Corner has benefited greatly from the efforts of FOLC pursuant to the terms of the MOU through funding, community involvement, volunteers and support; and

WHEREAS, the current MOU will expire on December 31, 2017; and

WHEREAS, Sandy Springs and FOLC desire to continue the relationship established in the MOU and therefore desire to renew the MOU, in the form attached hereto as Exhibit A; and

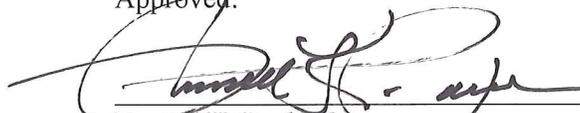
WHEREAS, the MOU, as renewed, will be for an initial period from January 1, 2018 through June 30, 2018, and will automatically renew for five (5) periods of twelve (12) months each, unless Sandy Springs or FOLC delivers written notice to the other party at least ninety (90) days prior to the end of a term of its intent not to renew.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on November 21, 2017, at 6:00 p.m., that:

1. The MOU is hereby approved for renewal in substantially the form as attached hereto.
2. The City Manager is hereby authorized to execute the MOU in substantially the form attached hereto.
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the MOU as may be deemed necessary to effectuate the intent of this Resolution.

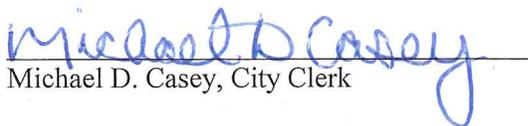
RESOLVED this the 21st day of November, 2017.

Approved:



Russell K. Paul, Mayor

Attest:



Michael D. Casey, City Clerk

(Seal)



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF SANDY SPRINGS, GEORGIA, AND
THE FRIENDS OF LOST CORNER, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 21st day of November, 2017, by and between the CITY OF SANDY SPRINGS, GEORGIA ("City") and THE FRIENDS OF LOST CORNER, INC. ("FOLC").

WHEREAS, the City and FOLC are mutually interested in and concerned with preserving and improving the passive use of the Lost Corner park and facility, located at 7300 Brandon Mill Road, Sandy Springs, Georgia 30328 ("Property"); and

WHEREAS, FOLC is a non-profit, tax-exempt corporation organized under the laws of the State of Georgia to assist the City with funding site improvements and operations at the Property; and

WHEREAS, the City has certain funds budgeted for the purpose of building maintenance and site improvements, and FOLC may raise funds for same; and

WHEREAS, the City's best interests are served by working with FOLC in a mutually beneficial relationship to increase the funding and public use of the Property by Sandy Springs residents; and

WHEREAS, FOLC desires to consult with the City regarding improvements such as trails, landscaping, infrastructure and upgrading onsite structure(s) for public programming and group meetings; and

WHEREAS, FOLC desires to suggest and conduct programming at the Property, subject to approval by the Director of the City's Department of Recreation and Parks; and

WHEREAS, the City desires to collaborate with FOLC, pursuant to the terms and conditions outlined in this MOU;

NOW, THEREFORE, in consideration of the obligations set forth below and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 COOPERATION

Each party hereby agrees to cooperate with the other party in a reasonable manner and as reasonably requested by the other party, to accomplish the purposes of this MOU.

2.0 CITY'S RESPONSIBILITIES

In connection with the Property, the City shall provide and pay all utilities including, but not limited to, electricity, water, gas and garbage pickup, pest control, and major repairs to buildings as the need arises.

3.0 FOLC'S RESPONSIBILITIES

3.1 FOLC shall coordinate with the City, subject to approval by the Director of the City's Recreation and Parks Department, to maintain and operate programs at the Property in accordance with this MOU and all applicable City policies and procedures applicable to activities on the Property.

3.2 FOLC shall serve as ambassadors for the Property to all visitors and shall maintain a presence at the Property through its activities and representatives. As an ambassador function, FOLC may disseminate information to and gather feedback from City residents on issues relating to the Property. Also as an ambassador function, FOLC may organize and provide volunteers for group cleanings and general light maintenance of the Property.

3.3 FOLC shall serve as an advisory board to the City as it relates to the Property.

3.4 FOLC may propose, organize and hold various educational, passive, recreational and general programs at the Property. Before initiating any program, FOLC shall submit to the City all program information including, but not limited to a description of the program itself, the program schedule and any fees to be charged in connection with the program. The City shall either approve or deny the program within a reasonable time from FOLC's submission of program information.

3.5 FOLC shall promptly notify the City if it identifies an open and obvious condition on the Property that requires maintenance or repair, or a condition that poses a health risk to visitors or other personnel.

4.0 IMPROVEMENTS, CONTRACTORS AND SUBCONTRACTORS

4.1 The City shall approve any and all improvements to the Property and/or structures on the Property. FOLC shall submit a written request to the City prior to making any such improvements, and the City shall either approve or deny the request within a reasonable time from FOLC's request.

4.2 Any and all contractors or subcontractors that FOLC shall engage for any work or services at the Property shall require prior written authorization from the City before any such work or services may commence. Any and all contractors or subcontractors shall abide by all applicable City policies and procedures including, but not limited to, insurance requirements.

5.0 INSURANCE AND INDEMNIFICATION

5.1 FOLC shall procure insurance coverage for the types and amounts listed in Exhibit "A" to this MOU.

6.0 TERM AND TERMINATION

6.1 Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the initial term of this MOU shall commence on January 1, 2018 and end on June 30, 2018 ("Initial Term"). Thereafter, this MOU shall renew automatically for up to five (5) periods of twelve (12) months each ("Renewal Term"), unless either party delivers written notice to the other party at least ninety (90) days prior to the end of the Initial Term or the then-

applicable Renewal Term, as applicable, of its intent not to renew this MOU for a subsequent term.

6.2 In the event that the City or FOLC determines that it is no longer in its best interest to continue the cooperation outlined in this MOU, the City or FOLC may terminate this MOU by giving at least ninety (90) days' prior notice in writing to the other.

7.0 RELATIONSHIP AND NON-ASSIGNMENT

7.1 The parties agree that FOLC is an independent contractor and, as such, FOLC is neither a partner, agent, employee, nor principal of the City, nor is FOLC a joint venture with the City.

7.2 The City considers this MOU as personal to FOLC. As such, FOLC shall not make any purported assignment of this MOU or any part thereof without the prior written consent of the City.

8.0 ENTIRE UNDERSTANDING

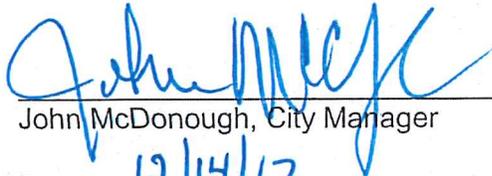
8.1 This MOU constitutes the entire arrangement between the City and FOLC, superseding all prior arrangements or understandings relating to any of the subject matter hereof, and there are no further written or oral arrangements or understandings with respect hereto.

8.2 No variation or modification of this MOU and no waiver of its provisions shall be valid unless in writing and signed by the City and FOLC's duly authorized representatives.

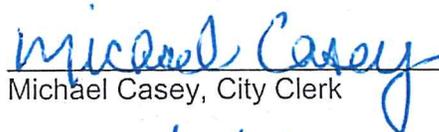
IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:



John McDonough, City Manager

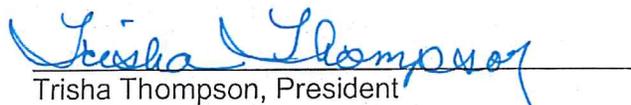


Michael Casey, City Clerk

Date: 12/14/17

Date: 12/14/2017

THE FRIENDS OF LOST CORNER, INC.



Trisha Thompson, President

Date: 12.13.17



Approved as to form:



Assistant City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS

The FOLC shall procure at its own expense and shall maintain for the term of this MOU the following insurance (with limits as shown herein) and shall protect the MOU and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this MOU, and the FOLC shall furnish the City's Finance Director certificates of such insurance (as shown below) with the City as an additional named insured at least ten (10) days prior to use of the Property:

1. Comprehensive General Liability Insurance. The FOLC shall provide, maintain, and pay for comprehensive general liability insurance providing coverage with one million dollars (\$1,000,000.00) single limit for bodily injury and property damage for each occurrence, including contractor's liability insurance covering any indemnification or hold harmless provision of this MOU, with the certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of the FOLC's operations and activities at the Property pursuant to this MOU.
2. Automobile Liability Insurance. The FOLC shall obtain, maintain, and pay for automobile liability insurance providing the following coverage: personal injury, including death limits of \$200,000.00 for each person and \$500,000.00 for each accident; property damage limits of \$100,000.00 for each accident and \$200,000.00 for the aggregate of operations; vehicular liability limits of \$100,000.00 for any person or \$200,000.00 for each occurrence, with a certificate evidencing such insurance and acceptable to the Finance Director, to be sent to the Finance Director prior to commencement of operations and activities at the Property pursuant to this MOU.
3. Worker's Compensation-Statutory and Employer's Liability. In the event the FOLC deems it necessary to hire any employee, the FOLC will give the City prior written notice and submit proof of Workers' Compensation insurance to the City prior to any hiring of any employee.