

STATE OF GEORGIA
COUNTY FULTON

A RESOLUTION TO APPROVE RECOMMENDATION OF THE SANDY SPRINGS
FOUNDATION, INC. TO NAME THE CITY SPRINGS PERFORMING ARTS CENTER
REHEARSAL HALL

WHEREAS, on November 7, 2017, the City of Sandy Springs Public Facilities Authority (“Authority”), in a special called meeting, approved opportunities and criteria for naming assets owned by the Authority in the new City development known as “City Springs”; and

WHEREAS, the City Springs Performing Arts Center Theater (“PAC Theater”) is an asset owned by the Authority at City Springs; and

WHEREAS, the PAC Theater rehearsal hall (“PAC Rehearsal Hall”) is a component of the PAC Theater and is subject to naming opportunities; and

WHEREAS, W. Ray Persons (“Donor”) has made a generous donation (“Donation”) to the Sandy Springs Foundation, Inc. (“Foundation”) and has requested the Foundation to consider a recommendation to the Authority to name the PAC Rehearsal Hall “The Wendy-Joy Persons Rehearsal Hall” (“Naming”); and

WHEREAS, the Foundation has accepted the Donation, has researched the Donors’ request for a recommendation for Naming the PAC Rehearsal Hall, and now desires to present a recommendation to the Authority for the Naming (“Recommendation”), pursuant to the terms and conditions of the Recommendation; and

WHEREAS, a copy of Recommendation is attached to this resolution; and

WHEREAS, the Authority has reviewed the Recommendation and hereby desires to approve the Naming, subject to all terms and conditions of the Recommendation.

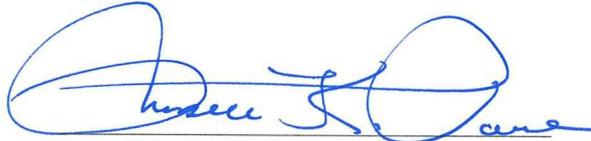
NOW THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, as follows:

1. The Foundation’s Recommendation to name the PAC Rehearsal Hall “The Wendy-Joy Persons Rehearsal Hall” is hereby approved, subject to all terms and conditions of the Recommendation, as attached to this resolution; and
2. So long as the Donor complies with the terms and conditions of the Recommendation, the Naming shall be binding on the Authority; and
3. The General Manager and the attorney for the Authority are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLUTION NO. 2018-08-109
Public Facilities Authority

RESOLVED this the 7th day of August, 2018.

Approved:



Russell K. Paul, Chairman

Attest:



Michael D. Casey, Secretary

(Seal)



Date: August 1, 2018

For: City of Sandy Springs Public Facilities Authority ("PFA")

From: Executive Committee / Sandy Springs Foundation, Inc. ("Foundation")

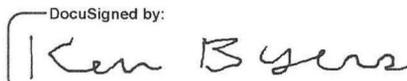
Re: Recommendation for Naming of Sandy Springs Performing Arts Center Rehearsal Hall

W. Ray Persons ("Donor") has made a generous donation ("Donation") to the Foundation. The Donor has requested that the Foundation consider a recommendation to the City of Sandy Springs Public Facilities Authority ("PFA") to name the City Springs Performing Arts Center ("PAC") Rehearsal Hall ("Rehearsal Hall") in honor of his wife, Wendy-Joy Persons, for a period of ten (10) years ("Naming"). Donor understands that the PFA has sole discretion as to any naming of City Springs' assets, including the Rehearsal Hall, and that even with a recommendation from the Foundation, there is no assurance the Naming will be approved by the PFA.

The Foundation has reviewed and researched Donor's Naming request contained in the Gift Agreement attached hereto ("Agreement"), and hereby recommends to the PFA that it name the Rehearsal Hall "The Wendy-Joy Persons Rehearsal Hall" in accordance with the Agreement for the following reasons:

- A. The Donation is significant in relation to the Naming request.
- B. Donor has significant ties to the City of Sandy Springs ("City"), with a long residency and history of service and participation in the community. The request for Naming is consistent with the values and standards of the City.
- C. Donor generously has devoted his time to service to the Foundation as a Trustee by nomination of the Foundation's Chair, Ken Byers, and approval of the Foundation's Executive Committee. Donor has served on the Foundation's Development Committee since its inception and has taken a significant interest in the success and promotion of the local arts and the PAC's offerings. The Foundation is honored to have among its members an esteemed resident who is also a respected partner of King & Spalding law firm. Donor wishes to honor his wife, Wendy-Joy Persons, with this Naming. The Foundation is grateful for his commitment to the community, which is further demonstrated by the Naming request. He is a top donor to the Foundation and an example for others to follow.

SANDY SPRINGS FOUNDATION, INC.

DocuSigned by:

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8/3/2018 1:29:08

Kenneth G. Byers, Chairperson

GIFT AGREEMENT

THIS GIFT AGREEMENT (“Agreement”), effective as of June 26, 2018 is made and entered into by and between W. Ray Persons (“Donor”), whose address is: King & Spalding, 1180 Peachtree Street, N.E., Suite 1700, Atlanta, GA 30309-3521 and the Sandy Springs Foundation, Inc. (“Foundation”) to acknowledge the Donor’s generous gift to the Foundation to be used in any way consistent with the purpose and mission of the Foundation. Based upon the recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift to the Foundation, as set forth in this Agreement.

The Foundation desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby pledges to the Foundation the following gift: One Hundred Fifty Thousand Dollars (\$150,000.00) (“Gift”).
2. **Payment of the Gift.** The Gift is an irrevocable pledge to the Foundation. Payments in support of this pledge shall begin immediately upon the execution of this Agreement in accordance with the following schedule:

Amount of Payment	Due Date
\$30,000.00	7/31/2018
\$30,000.00	12/01/2019
\$30,000.00	12/01/2020
\$30,000.00	12/01/2021
\$30,000.00	12/01/2022

Donor may accelerate the payment of any or all of this pledge at any time in Donor’s discretion so long as the cumulative total of all Gift payments meets the foregoing schedule. Payments shall be paid by Donor to the Foundation via check, electronic funds transfer, stocks or other securities, or other methods acceptable to Donor and the Foundation.

3. **Use of the Gift.** The Gift shall be used for any purposes within the Foundation’s mission.
4. **Acknowledgments.** The Foundation acknowledges that the Donor desires a recommendation from the Foundation to the City of Sandy Springs Public Facilities Authority (“PFA”) to name the City Springs Performing Arts Center (“SSPAC”) Theater Rehearsal Hall (“Rehearsal Hall”) the “Wendy-Joy Persons Rehearsal Hall”, in honor of his wife, with the naming to remain in place for a period of ten (10) years. Donor acknowledges that approval of any recommendation for naming is entirely within the

discretion of the PFA, and that the Foundation has no authority to make a commitment or to take any action in that regard.

5. **Termination.** In addition to any rights and remedies available at law:
 - a. **Non-Payment.** In the event of any default in payment of the Gift as provided in this Agreement:
 - i. The Foundation may terminate this Agreement and shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift already paid; and
 - ii. The Foundation may recommend to the PFA revocation of any naming approved by the PFA as a result of a recommendation made by the Foundation; and
 - b. **Change of Circumstances.** In the unlikely event the Foundation determines in its reasonable and good faith opinion that circumstances have changed such that the naming granted for the Donor would adversely impact the reputation, image, mission or integrity of the City, the PFA, the SSPAC theater, or the Foundation, the Foundation may terminate this Agreement and recommend to the PFA the immediate termination of any naming approved by the PFA for the Donor.

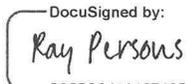
Donor acknowledges that the Donor shall have no right or claim against the City, the Foundation, or the PFA for termination of this Agreement or revocation of any naming as provided in this section.

6. **Publicity.** For purposes of publicizing the Gift, the Foundation shall have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing SSPAC's development and business activities. **This right of publicity is subject to the approval of the Donor.**
7. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of Georgia, any legal proceeding brought in connection with disputes relating to or arising out of this

Agreement will be filed and heard in Fulton County, Georgia, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

- 10. **Foundation Executive Committee Approval.** This Agreement and the recognition provided for herein are subject to the approval of the Executive Committee of the Foundation, and this Agreement will not be effective unless and until approved by the Executive Committee.

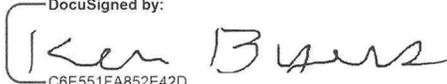
DONOR

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W. Ray Persons

Date: 8/1/2018 2:55:41 PM EDT

SANDY SPRINGS FOUNDATION, INC.

DocuSigned by:

 By: C6E551FA852E42D...

Kenneth G. Byers, Jr., Chairperson

Date: 8/2/2018 1:31:47 AM EDT

Date: August 1, 2018

For: City of Sandy Springs Public Facilities Authority ("PFA")

From: Executive Committee / Sandy Springs Foundation, Inc. ("Foundation")

Re: Recommendation for Naming of Sandy Springs Performing Arts Center Rehearsal Hall

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The Foundation has reviewed and researched Donor's Naming request contained in the Gift Agreement attached hereto ("Agreement"), and hereby recommends to the PFA that it name the Rehearsal Hall "The Wendy-Joy Persons Rehearsal Hall" in accordance with the Agreement for the following reasons:

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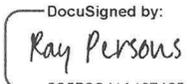
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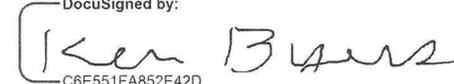
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By: Kenneth G. Byers, Jr., Chairperson

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