AN AMENDED RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

05-R-**1007**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ATLANTA DEVELOPMENT AUTHORITY ("ADA"); AUTHORIZING THE ADA TO CARRY OUT CERTAIN GENERAL DEVELOPMENT AND REDEVELOPMENT SERVICES ON BEHALF OF THE CITY OF ATLANTA; AUTHORIZING PAYMENT FOR SUCH SERVICES TO THE ADA IN AN AMOUNT NOT TO EXCEED $1.3 MILLION TO BE CHARGED TO AND PAID FROM FAC 1A01 524001 T21006 (NON DEPARTMENTAL CONSULTANT AND PROFESSIONAL SERVICES); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority (ADA) is a public authority created by the City of Atlanta to promote the revitalization and growth of the City through a comprehensive and centralized program focusing on community development and redevelopment; and

WHEREAS, ADA represents a consolidation of the City's economic and community development efforts in real estate, finance, marketing and employment, for the purpose of providing a focal point for improving Atlanta's neighborhood and the quality of life for all of its citizens; and

WHEREAS, by Resolution adopted by the City Council of February 17, 1997 and approved by the Mayor of February 20, 1997, the ADA was designated as the Redevelopment Agency in the City of Atlanta in accordance with the Georgia Redevelopment Powers Law, O.C.G.A. Section 36-44-1, *et seq.*, / and Urban Redevelopment Law, O.C.G.A. Section 36-61-4, *et seq;* and

WHEREAS, a Resolution adopted by the City Council on June 18, 1997 and approved by the Mayor on June 18, 1997, authorized the Mayor to enter into a contractual agreement with the ADA for five (5) years with five, five-year renewal options for the purpose of implementing development plans and carrying out other redevelopment or economic development tasks; and

WHEREAS, the City has previously expressed its desire to have ADA carry out certain responsibilities critical to the continued revitalization and growth of the City, and to have ADA serve as the point of contact and lead participant with respect to the creation, promotion and implementation of a centralized and coordinated redevelopment and/or

development strategy throughout the city (collectively, the "General Development Services"); and

WHEREAS, the City and ADA desire to enter into the Agreement pursuant to1983 GEORGIA CONSTITUTION, ARTICLE IX, SECTION 3, PARAGRAPH 1, and other applicable provisions of Georgia law, for the purpose of memorializing the terms and conditions upon which the City will pay ADA an amount equal to $1,300,000.00 (the "**Development Services Contribution**") for certain development services and ADA will undertake said development services for the period of January 1, 2005 through and including December 31, 2005 (the "**2005 Calendar Year**"); and

WHEREAS, the City Council budgeted this amount in the 2005 budget for allocation to the ADA for performing these services.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby resolves that the Mayor be and is authorized to enter into an Intergovernmental Agreement with the Atlanta Development Authority to provide General Development Services for the period of January 1, 2005 through December 31, 2005.

BE IF FURTHER RESOLVED that the Chief Financial Officer be and is authorized to make immediate payment to the ADA in the amount of $1,300,000.00, which represents the City's Development Services Contribution for the 2005 Calendar Year to be charged to and paid from FAC 1A01 524009 T21006 (non departmental consultant and professional services).

BE IT FINALLY RESOLVED that the City Attorney is directed to prepare an intergovernmental agreement in a form substantially similar to the draft contract attached hereto as Exhibit "A."

STATE OF GEORGIA
COUNTY OF FULTON

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF ATLANTA, GEORGIA AND THE ATLANTA DEVELOPMENT AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT (the "**Agreement**") is made and entered into effective as of the _____ day of _____, 2005, by and between the City of Atlanta, Georgia, a municipal corporation duly established under the laws of the State of Georgia (hereinafter referred to as the ("**City**") and the Atlanta Development Authority, a body corporate and politic established under the laws of the State of Georgia ("**ADA**").

WHEREAS, the City and ADA desire to enter into the Agreement pursuant to1983 GEORGIA CONSTITUTION, ARTICLE IX, SECTION 3, PARAGRAPH 1, and other applicable provisions of Georgia law, for the purpose of memorializing the terms and conditions upon which the City will pay ADA an amount equal to _____ (the "**Development Services Contribution**") for certain development services and ADA will undertake said development services for the period of January 1, 2005 through and including December 31, 2005 (the "**2005 Calendar Year**"); and

WHEREAS, the City has previously expressed its desire to have ADA carry out certain responsibilities critical to the continued revitalization and growth of the City, and to have ADA serve as the point of contact and lead participant with respect to the creation, promotion and implementation of a centralized and coordinated redevelopment and /or development strategy throughout the City (collectively, the "**General Development Services**"); and

WHEREAS, ADA shares the City's commitment to the continued revitalization, growth and development of the entire City and is currently a major stakeholder in various City-wide revitalization efforts; and

WHEREAS, ADA has previously provided and continues to provide General Development Services for or on behalf of the City and is willing to provide such services in consideration for the Development Services Contribution; and

WHEREAS, the City has determined that it is in its best interest to provide operating support for ADA by way of the Development Services Contribution, in exchange for ADA's agreement to carry out the General Development Services.

NOW THEREFORE, the City and ADA, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged do hereby agree as follows:

Section 1. The City agrees to immediately fund the Development Services Contribution and ADA agrees to perform the General Development Services for the 2005 Calendar Year. If and to the extent the Development Services Contribution is materially below the level required to fund the General Development Services provided by ADA in the 2005 Calendar Year (or any renewal period), the parties agree to negotiate in good faith toward an increase in such contribution, a reduction in services levels or a combination of both.

Section 2. The City and ADA hereby agree that the General Development Services shall include, without limitation, creation, promotion, coordination and implementation, as the case may be, of development and redevelopment activities within the City, serving as part of contact for and coordinating with various City agencies, community and civic groups and other stakeholders interested in the revitalization and growth of the City, provision of general marketing services relating to the numerous development incentives and opportunities available to businesses seeking to relocate to or remain in the City, planning and implementing strategies focusing on retaining businesses within the City, and such other activities as the parties may reasonably agree, all for the 2005 Calendar Year.

Section 3. The parties hereby agree that this Agreement may be extended, renewed, modified or otherwise amended upon the written consent of both parties, including, without limitation, extension of the initial term hereof, and/or modifications to the scope or revisions to the compensation set forth herein.

Section 4. ADA agrees to provide the City with such documents and information as may be reasonably requested in order to establish compliance by ADA with the requirements and conditions set forth in this Agreement, including, without limitation, budgets and other financial records demonstrating the proper expenditure of the sums paid hereunder, marketing plans, materials relating to development, redevelopment and business retention strategies, and redevelopment plans and other materials prepared in connection with ADA's performance under this Agreement. **In addition, ADA will forward copies of monthly financial statements to the President of Council and Councilmembers.**

Section 5. This Agreement shall be governed by and construed under the laws of the State of Georgia.

Section 6. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

Section 7. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together constitute a single document.

Section 8. This Agreement shall remain in effect until December 31, 2005 unless extended in writing by the parties.

Section 9. The provisions of this Agreement shall be deemed independent and severable. In the event any one or more of the provisions contained herein shall for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement.

ATTEST:

CITY OF ATLANTA

_____

Municipal Clerk
[City Seal]

_____

Mayor

APPROVE AS TO INTENT:

_____

Chief Financial Officer

RECOMMENDED:

_____

Chief Operating Officer

APPROVED AS TO FORM:

_____

City Attorney

ATLANTA DEVELOPMENT AUTHORITY

By:_____
President

_____
Secretary **[Seal]**