

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is entered into by and between the City of Decatur, Georgia (the “City”), a municipality existing under the laws of the State of Georgia; the Downtown Development Authority of the City of Decatur, a public body corporate and politic created and existing under the laws of the State of Georgia (the “Authority”); and, the Decatur Tourism Bureau, Inc., a nonprofit corporation organized pursuant to the provisions of the Georgia Nonprofit Corporation Code and incorporated with the State of Georgia (the “Tourism Bureau”).

RECITALS

WHEREAS, pursuant to the Charter of the City of Decatur, Georgia, the City may take various actions considered advisable and necessary to promote the health, prosperity, comfort, safety, security, good order, welfare and proper government of the City of Decatur and the inhabitants thereof;

WHEREAS, the Authority is a body corporate and politic of the State of Georgia pursuant to the provisions of the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended; and it is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority is authorized under the Act to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Authority or to further the public purpose for which the Authority is created that will revitalize and redevelop the City’s commercial business districts;

WHEREAS, the Authority is authorized under the Act to finance (by loan, grant, lease, or otherwise), operate, or manage projects and to pay the cost of any project from the proceeds of the Authority or any other funds of the Authority, or from any contributions or loans by persons, corporations, partnerships, or other entities, all of which the Authority is authorized to receive, accept, and use;

WHEREAS, the Authority is authorized under the Act to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, or such other instruments;

WHEREAS, the Tourism Bureau is a charitable, nonprofit corporation maintaining tax exempt status under 501(c)(3) of the Internal Revenue Code with the purpose of encouraging tourism benefiting the City of Decatur that enrich and enhance the quality of life of nd experiences of the citizens of and visitors to the City of Decatur;

WHEREAS, the City, Authority, Tourism Bureau desire to work cooperatively to fund a Downtown Ambassador Program administered by Mydatt Services, Inc. d/b/a Block by Block (“Block by Block”) to provide cleaning, safety, and special project related services as detailed in

and in substantial compliance with the *Downtown Ambassador Program* prepared specifically for Decatur, Georgia and dated March 1, 2024 attached hereto and incorporated herein as Exhibit A;

WHEREAS, the City, Authority, Legacy Project desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote economic development and the overall interests of the residents of the City of Decatur and the trade, commerce, industry, and employment opportunities within the City of Decatur;

NOW THEREFORE, in consideration of the following mutual obligations, the City, Authority, and Tourism Bureau agree as follows:

1. The Authority shall enter into an agreement with Block by Block for the performance of certain work and services by Block by Block consistent with the terms of this Memorandum and as set forth in the *Agreement for Downtown Ambassador Program and Cleaning, Safety, and Special Project Related Services* attached hereto and incorporated herein as Exhibit B (the “Agreement”).
2. Upon the full execution of the Memorandum, the Authority shall establish a separate, designated, and segregated interest bearing account for the Block by Block Program for the deposit, accounting, and disbursement of the funding provided by the City, Authority, and Tourism Bureau as defined below with all earned interest being re-invested in the Block by Block Program, and to be held and maintained as set forth in this Memorandum (the “Block by Block Account”).
3. The Authority shall continue to observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the Block by Block Account, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts.
4. The Authority shall be responsible for compliance with all requirements of state and federal law relating to or arising out of the Block by Block Program.
5. The Authority shall be responsible to make payments to Block by Block for all costs owed to Block by Block when and as due under the Agreement. However, the City and Tourism Bureau will each reimburse and pay to the Authority a monetary amount equal to one-third (1/3) of all costs owed to Block by Block when and as due under the Agreement.
6. Upon the full execution of the Memorandum, the City shall be obligated to reimburse the Authority in the monetary amount of One Hundred Sixty-Five Thousand Two Hundred Four and 84/100 Dollars (\$165,204.84) to be paid to the Authority in four (4) equal quarterly payments commencing upon the full execution of the Memorandum for

With a copy to: R. Kyle Williams, Esq.
Williams Teusink, LLC
The Sycamore Building
312 Sycamore Street
Decatur, Georgia 30030
kwilliams@williamsteusink.com

If to the Tourism Bureau: Sherry Jackman
113 Clairmont Drive
Decatur, Georgia 30030
Sherry.jackman@decaturga.com

11. This Memorandum may be modified, extended, and otherwise amended at any time by mutual consent of all parties so long as such is approved by official action of the City, Authority, Tourism Bureau.
12. None of the parties shall assign any of the obligations or benefits of this Agreement.
13. The City, Authority, and Tourism Bureau acknowledge, one to the other, that the terms of this Memorandum constitute the entire understanding and agreement between the parties concerning the subject matter of this Memorandum, and supersede all prior oral or written agreements or understandings concerning the subject matter of this Memorandum. No representation, oral or written, not incorporated in this Memorandum shall be binding upon any party. All parties must sign any modifications, extensions, and amendments to this Memorandum.
14. The City, Authority, and Tourism Bureau each warrant and represent that it has full and complete authority to enter into this Memorandum, and that each person executing this Memorandum on behalf of the respective party has been fully authorized to execute this Memorandum on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the City, Authority, or Tourism Bureau shall be bound under this Memorandum until such time as all parties have fully executed this Memorandum and this Memorandum has been duly approved and authorized by all necessary and appropriate official action on the part of the City and by the governing bodies of the Authority and Tourism Bureau.
15. This Memorandum is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Memorandum, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Memorandum require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

16. If a court of competent jurisdiction renders any provision of this Memorandum (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this Memorandum shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Memorandum. No action taken pursuant to this Memorandum shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Memorandum and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

17. This Memorandum shall inure to the benefit of, and be binding upon, the City, Authority, and Tourism Bureau, and their respective successors. This Memorandum does not and is not intended to confer any rights or remedies upon any persons other than the City, Authority, and Tourism Bureau, and their respective successors.

18. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the _____ day of March, 2024.

CITY OF DECATUR, GEORGIA

 By: _____
 Its: _____

DOWNTOWN DEVELOPMENT AUTHORITY
 OF THE CITY OF DECATUR

 By: _____
 Its: _____

DECATUR TOURISM BUREAU, INC.

 By: _____
 Its: _____