

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”) by and between the City of Forest Park, Georgia (“**City**”) and Georgia Haitian American Chamber of Commerce, Inc. (“**GAHCCI**”).

WITNESSETH:

WHEREAS, the City of Forest Park (“**City**”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Haitian Flag Day, which is annually celebrated around the world, is an occasion that honors Haiti’s history, culture, and contributions to the world; and

WHEREAS, the City desires to partner with GAHCCI to host the 2025 Haitian Flag Day Celebration on May 18, 2025 (“**City Sponsored Event**”) at the Forest Park Amphitheater located at 803 Forest Pkwy, Forest Park, Georgia 30297 (“**Event Location**”); and

WHEREAS, GAHCCI shall provide a One Thousand and 00/100 Dollar (\$1,000.00) scholarship to a qualifying senior at Forest Park High School; and

WHEREAS, the MOU for the partnership with GAHCCI regarding the City Sponsored Event is necessary for the safety, health, and welfare of the City’s citizens.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration and substantial benefit, the parties hereunto agree as follows:

- (1) **TERM.** This MOU shall commence on the Effective Date and, unless terminated earlier pursuant to the terms herein, shall terminate absolutely without further obligation on the part of the City upon May 19, 2025 (“**Expiration Date**”).
- (2) **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this MOU for convenience by providing signed ten (10) calendar days’ written notice.
- (3) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and the GAHCCI. This MOU shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between the City and GAHCCI.
- (4) **RESPONSIBILITIES OF THE CITY.**
 - (a) The City shall provide accessible use to the Event Location on the day of the City Sponsored Event.
 - (b) The City shall provide one (1) police officer for the City Event on the day of the City Sponsored Event.

- (c) The City shall assist with promotion for the City Sponsored Event to local residents through official communication channels.
- (d) The City shall promote the scholarship opportunity to eligible Forest Park High School students.
- (e) The City shall select a representative to assist in selecting the qualified senior who applied for the scholarship.

(5) **RESPONSIBILITIES OF GAHCCI.**

- (a) GAHCCI shall pay for the cost of two (2) police officers to provide security for the City Sponsored Event.
- (b) GAHCCI shall fund a One Thousand and 00/100 Dollar (\$1,000.00) scholarship for a graduating Forest Park High School senior accepted to a college or university who applied for the scholarship.
- (c) GAHCCI shall manage and oversee the scholarship application and selection process.
- (d) GAHCCI shall promote the City Sponsored Event and promote the fact that the City is a key collaborator of the City Event.

- (6) **BACKGROUND CHECKS.** GAHCCI shall subject each personnel who is communicating with minors during this City Sponsored Event (eighteen (18) years or older) under this MOU to a full background check, at GAHCCI's expense. GAHCCI represents and warrants that it shall exclude any person from this City Sponsored Event and applicable transportation to and from the City Sponsored Event, whose background check reveals that the person has exhibited behavior that (i) negatively impacts the health, safety and welfare of children, or is violent or harmful to children or adults; (ii) demonstrates the person is not fit or would not meet industries standards in performing the duties to which they are assigned under this MOU; (iii) demonstrates a disregard for the law; or (iv) poses a security risk. GAHCCI shall not provide the City with results of the background checks. However, GAHCCI agrees to exclude persons as provided in this section. GAHCCI shall maintain full responsibility for the actions of its employees, interns, volunteers, and agents, and shall enforce and implement background check requirements that conform to state, federal, and local laws. GAHCCI agrees to defend, indemnify, and hold harmless the City, its officers, officials, representatives, agents, and employees from and against any claim, liability, loss, cost, or expense (including reasonable attorneys' fees) arising out of or resulting from its failure to implement and enforce all appropriate background check requirements.

- (7) **INDEMNIFICATION.** To the fullest extent permitted by law, GAHCCI agrees to indemnify, defend, and hold harmless the City and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "**City Indemnitees**") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to reasonable attorney's fees and costs or fines or penalties charged by any governmental entity), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of GAHCCI or its employees, agents, and representatives in performing this MOU; (ii) a material breach by GAHCCI of its

covenants; or (iii) failure by GAHCCI or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this MOU. GAHCCI expressly understands and agrees that any bond or insurance protection required by this MOU, or otherwise provided by the GAHCCI, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City Indemnitees as provided herein. These obligations shall survive termination.

- (8) **RISK MANAGEMENT REQUIREMENTS.** GAHCCI shall show proof of insurance on the Effective Date of this MOU and shall name the “City of Forest Park, Georgia” as an additional insured. GAHCCI must possess the following insurance:
- (a) ***Worker’s Compensation.*** Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.
 - (b) ***Automobile Liability.*** Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.
 - (c) ***Commercial General Liability.*** Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “City of Forest Park, Georgia” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.
- (9) **CONFIDENTIAL INFORMATION.** GAHCCI acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither GAHCCI nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.
- (10) **ASSIGNMENT AND SUBCONTRACTING.** GAHCCI shall not assign this MOU or any portion of this MOU. No assignment by GAHCCI, including any assignment or subcontract to which GAHCCI consents, shall in any way relieve GAHCCI from complete and punctual performance of this MOU, including without limitation all GAHCCI’s obligations under the warranty provisions of this MOU.
- (11) **ATTORNEYS’ FEES.** Both parties agree to pay reasonable attorneys’ fees to the other party should either party be required to incur attorneys’ fees in enforcing the provisions of this MOU or in the collection of any monies herein required to be paid by the other party.
- (12) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This MOU is made and entered into in the State of Georgia, and this MOU and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this MOU shall be in the State Courts of Fulton County, Georgia.

- (13) **SEVERABILITY.** If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (14) **AMENDMENTS.** All modifications or changes to this MOU must be in writing and signed by the parties to this MOU.
- (15) **COUNTERPARTS.** This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU. PDF signatures shall constitute original signatures.
- (16) **ENTIRE AGREEMENT.** This MOU, which includes the exhibits attached hereto, contains the entire MOU and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions and understandings, whether oral or written.
- (17) **NOTICES.** All notices or other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, or when sent via electronic mail (email), return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the City:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
Forest Park, Georgia 30297
rclark@forestparkga.gov

With a copy to:

Denmark Ashby LLC
Attn: City Attorney
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
ewhigham@denmarkashby.com

If to GAHCCI:

Georgia Haitian American Chamber
of Commerce, Inc.
Attn: Ronald Cetoute, *CEO*
1050 Crown Point Parkway, Suite 500
Atlanta, Georgia 30338
roncetoute@gahcci.org

- (18) **CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this MOU calls for or contemplates a period of time for the performance of any term, provision, or condition of this MOU, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this MOU as of the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA

**GEORGIA HAITIAN AMERICAN
CHAMBER OF COMMERCE, INC.**

By: _____

By: _____

Name: Ricky Clark

Name: Ronald Cetoute

Title: City Manager

Title: CEO