

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FOREST PARK AND CLAYTON COUNTY, GEORGIA**

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made by and between the **CITY OF FOREST PARK, GEORGIA** (hereinafter the "City"), a Georgia municipal corporation whose address is 745 Forest Parkway, Forest Park, GA 30297 and **CLAYTON COUNTY, GEORGIA** (hereinafter the "County"), whose address is 112 Smith Street, Jonesboro, Georgia 30236.

- I. **PURPOSE & SCOPE.** The purpose of this MOU is to provide planning and zoning GIS support for the City in assigning addresses; updating zoning maps after a rezoning; land use map amendments; and street name changes.

- II. **CITY'S RESPONSIBILITIES UNDER THIS MOU.** During the duration of this MOU, the City will document and send all requested changes/updates to Clayton County Community Development Director and the GIS Manager. The GIS manager will confirm to the City when changes have been completed.

- III. **COUNTY'S RESPONSIBILITIES UNDER THIS MOU.** The County will execute the requested changes from the City only when its sent in writing via United States mail or electronic mail. The County shall ensure that all requested changes are in conformity with the City's request in a timely manner. The County's services under this MOU shall be performed without fees from the City.

- IV. **TERM AND TERMINATION.** This MOU shall be effective as of the day of execution by the parties and shall continue in full force and effect for a period not to exceed a term of five (5) calendar years from execution date. Unless otherwise terminated as provided herein, upon the expiration of said five (5) calendar year term, this MOU shall automatically renew for successive one (1) calendar year terms, so long as the City request such services from the County; provided that, the total term, including renewal terms, of this MOU shall not extend beyond fifty (50) total calendar years from the date of execution pursuant to Article IX, Section 111, Paragraph I of the Constitution of the State of Georgia 1983. Either party may terminate this agreement provided that a thirty (30) calendar day written notice is provided to the other party. For an effective termination, the County must allow the City to assume responsibility of the functions rendered by the County consistent with the period of notice to terminate.

- V. **MISCELLANEOUS PROVISIONS.**
 - (a) ***Amendment.*** Any and all amendments to this MOU must be in writing and signed by both parties.

 - (b) ***Notices.*** Any notice required to be given by this MOU shall be sufficient if hand delivered, mailed or sent prepaid by commercial overnight delivery services as follows or to such other addresses as the affected parties shall

specify in writing:

If to the City:

City of Forest Park
Attn: Ricky Clark, *City Manager*
745 Forest Pkwy
Forest Park, Georgia 30297

With a copy to:

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

If to the County:

Clayton County, Georgia
Attn: *Chairperson*
112 Smith Street
Jonesboro, Georgia 30236

With a copy to:

Clayton County, Georgia
Attn: Chief Staff Attorney
112 Smith Street
Jonesboro, Georgia 30236

- (c) ***Authorized Signatures.*** Unless otherwise specified in this Agreement, the City's City Manager or his/her written designee shall be the sole party authorized to act on behalf of the City with regard to this MOU. Unless otherwise specified in this MOU, the Chairperson ("Chair") of the Board of Commissioners, or his/her written designee shall be the sole party authorized to act on behalf of the County. Each of the individuals executing this MOU on behalf of his respective party agrees and represents to the other party that he/she is authorized to do so and further represents that this MOU has been duly approved by the required governing authority in accordance with all applicable laws.
- (d) ***Indemnification and Liability.*** To the fullest extent permitted by law, the County agrees to and does hereby indemnify, defend, and hold harmless the City, its officials, officers, agents, employees, and representatives from any claim, demand, action, damages, judgment, penalties, costs and/or expenses, including but not limited to reasonable attorney's fees and litigation costs, to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees in connection with the Project. The County shall not be liable for any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees in connection with the Project.
- (e) ***Governing Law.*** This MOU and all transactions contemplated by this MOU shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.
- (f) ***Entire Agreement.*** This MOU contains the entire understanding between the parties with respect to the subject matter herein. There are no representations,

agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this MOU which are not fully expressed herein.

- (g) **Filings.** This MOU shall be included in both the City and County's Clerk Offices and Departments of Community Development or the equivalent thereof.
- (h) **Captions.** The captions and headings appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this MOU or any clause or provision hereof.
- (i) **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.
- (j) **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.

IN WITNESS WHEREOF, this MOU is executed by the duly authorized officers of the parties hereto on the day and year written below:

CITY OF FOREST PARK, GEORGIA

CLAYTON COUNTY, GEORGIA

By: _____
 Name: Ricky Clark
 Title: City Manager
 Date: _____

By: _____
 Name: Jeffrey E. Turner
 Title: Chair
 Date: _____

ATTEST:

ATTEST:

Randi Rainey, *City Clerk*

Courtney Rushin, *County Clerk*