

“Exhibit A”



Memorandum of Understanding PeopleForBikes Foundation and the City of Atlanta

Grantor: PeopleForBikes Foundation
Grantee: City of Atlanta, Georgia
Project Title: Jackson Street Bridge Placemaking
Grant Amount: \$10,000

This Memorandum of Understanding serves as a written acknowledgement of the relationship between Grantor and the Grantee. By signing, the Grantee accepts its rights and responsibilities including those listed in the attached PeopleForBikes Foundation Grant Provisions.

Grant Period

The grant period will begin June 24, 2019 and end when the project is complete.

Deliverables

The Grantee's project objectives for this project are:

1. Design and implement a new configuration of the existing Jackson Street Bridge, including re-purposing the center turn lane over the bridge, shifting the right-of-way, adding a protected bike lane, and adding a parklet space with viewing area.
2. Improve safety for all users of the bridge, particularly those on bicycle and on foot.
3. Include and prioritize the needs and input of residents from the surrounding neighborhoods in project design and implementation.

Grant Reporting

The following are report requirements and due dates:

- Updates: Every six months (December and June) until project completion.
- Final report: After the completion of the project.

Grant report guidelines are attached.

Payment Schedule

The grant award will be disbursed by check in full upon receipt of the signed Memorandum of Understanding.

Acceptance:

Both Grantor and Grantee accept and agree to this Memorandum of Understanding and the PeopleForBikes Foundation Grant Provisions.

Witness for Grantor:

PeopleForBikes Foundation

Authorized Signatory

Date

Witness for Grantee:

City of Atlanta, Georgia

Municipal Clerk (SEAL)

Keisha Lance Bottoms, Mayor

Date

Approved as to Form:

City Attorney

PeopleForBikes Coalition Grant Provisions

1. **Use of Grant Funds.** Unless the grant provides general operating support, all grant funds must be expended solely for the project approved for funding and substantially in accordance with the approved budget. No substantial variances, including but not limited to the timing of the expenditures under the approved budget, may be made without the PeopleForBikes Coalition, Ltd.'s ("PeopleForBikes") prior approval in writing. Any funds not expended or committed for the project will be returned to PeopleForBikes at the close of the grant period. This grant is not earmarked for lobbying.
2. **Relationship of the Parties.** PeopleForBikes does not exercise control of the Grantee; the Grantee is a separate entity from PeopleForBikes. Grantee is not an employee of PeopleForBikes and the provision of the grant does not create an employer-employee relationship. Operational implementation of the grant is the sole responsibility of the Grantee. The Grantee warrants that it has the corporate power, legal authority, and/or any regulatory approvals necessary to accept the grant and conduct the project. By making this grant, PeopleForBikes assumes no obligation to provide other or additional support to the Grantee.
3. **Prohibitions on the Use of Grant Funds.** Grant funds may not be used for any of the following purposes during the grant period:
 - To attempt to influence legislation or the outcome of any specific public election;
 - To carry on, directly or indirectly, any voter registration drive;
 - To make grants to individuals or to other organizations except as described in the proposal;
 - To undertake any activities for a non-charitable purpose;
 - To afford personal benefits to any individuals associated with PeopleForBikes;
 - To undertake any activities for a purpose other than for the project.
4. **Effect of Default by Grantee.** In the event of a breach by the Grantee of any of the agreements, representations or warranties contained in this letter, the expenditure of all unexpended grant funds must cease immediately, and the Grantee shall return all unexpended grants funds to PeopleForBikes together with the report detailing the use of any expended funds. Funding may be modified, curtailed or discontinued, and any unexpended grant funds must be repaid, if at any time PeopleForBikes determines that the purposes of the grant are not being met.

The Grantee is required to provide PeopleForBikes with immediate written notification of:

- Any change in the organization's status (i.e. tax-exempt)
- Any change in the project as described in the application such as grant purpose, staff, funding from other sources, etc.

- The Grantee's ability to expend the funds for the Project by the expiration of the grant period.

5. **Records and Reports.** The Grantee agrees to provide narrative and financial reports on the use of grant funds to PeopleForBikes, as described in the accompanying Memorandum of Understanding.

Upon request, the Grantee is required to release to PeopleForBikes all records and data necessary for financial audits, verification or program evaluations concerning this award. The Grantee will also keep a record of receipts and expenditures relating to this grant and provide PeopleForBikes with period reports as reasonably required.

The Grantee is required to keep the financial records with respect to this grant, along with any reports submitted to PeopleForBikes, for at least four (4) years following the year in which the funds are fully expended.

Although the grant funds need not be physically segregated, such funds should be shown separately on the Grantee's books for ease of reference and verification. The Grantee agrees to allow PeopleForBikes to inspect the accounting, disbursement, financial practices and internal audit systems of the Grantee on prior notice during regular business hours.

The Grantee is responsible for the expenditure of funds and maintenance of proper supporting documentation consistent with generally accepted accounting practices.

6. **Publicity Release.** The Grantee may publicize PeopleForBikes' support of the project in its annual report and any materials describing the project. The Grantee shall submit to PeopleForBikes for approval prior to distribution, press releases, announcements, and publicity regarding this project in which PeopleForBikes' name and/or logo are to be included. The Grantee is required to submit final copies of any programmatic materials distributed under this grant.
7. **Waiver and Release.** In exchange for receipt of the grant funds, the Grantee, without exception, hereby waives and releases, and shall hold harmless the PeopleForBikes Coalition Ltd. and PeopleForBikes Foundation (collectively, the "PeopleForBikes Entities"), including their directors, officers, employees, agents, affiliates, assigns, and successors, of and from any and all claims, causes of action, lawsuits, damages and liability, of every kind and nature, at law or in equity, arising out of or relating to the Grantee's receipt and use of the grant funds. By providing the grant funds to Grantee, the PeopleForBikes Entities do not assume any risks, claims, damages, or liabilities born by the Grantee or its directors, offices, employees, agents, assigns, successors, other affiliated parties while implementing the grant.

8. **Miscellaneous**. Your rights and obligations under this Agreement are specific to your organization, which may not assign its rights or obligations hereunder to any person or entity without the prior written consent of PeopleForBikes. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, without regard to its conflict of laws principles. Venue for any disputes arising hereunder shall be in the courts located in the State of Colorado.