

**Memorandum of Understanding
between
The Mayor and Aldermen of the City of Savannah, Georgia
and
Trustees' Garden Club**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Mayor and Aldermen of the City of Savannah, Georgia (hereinafter referred to as "City") and Trustees' Garden Club, Inc. (hereinafter referred to as "TGC"), collectively they are referred to as the "Parties."

WITNESSETH

WHEREAS, the Mayor and Aldermen of the City of Savannah is a municipal corporation of the State of Georgia; and

WHEREAS, TGC is a non-profit corporation with tax exempt status from the Internal Revenue Service under Section 501(c)(3) of the United States Internal Revenue Code organized under Georgia's non-profit corporation statute for the purpose of restoring, improving and protecting the quality of the environment through action in the field of civic improvement (Exhibit A); and

WHEREAS, Forsyth Park (hereinafter referred to as "Park") is a major asset of the City requiring a high level of maintenance and management commensurate with its value and importance to the greater Savannah area and is in need of a long-range Master Plan for its future stability and development; and

WHEREAS, the City and TGC wish to formalize the relationship between the Parties by setting forth a series of mutual expectations with regard to the stewardship of Forsyth Park;

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the parties agree as follows:

PURPOSE

The purpose of this Memorandum of Understanding is to establish a framework for cooperation and collaboration between the City and TGC in creating a Master Plan for Forsyth Park. This MOU will assist in defining the relationship between the Parties in order to ensure that the goals of each as related to the Park are accomplished in a mutually supportive way. The Master Plan for the Park will provide guidance and parameters for the best use of and potential improvements to Forsyth Park.

RELATIONSHIP BETWEEN THE CITY AND TRUSTEES' GARDEN CLUB

I. Responsibilities of TGC

- A) TGC will fund the development of a Master Plan for Forsyth Park. In the event that bids to complete the Master Plan exceed the amount budgeted by TGC, TGC shall investigate additional funding sources including, but not limited to, grants and/or the formation of an organization to specifically raise funds for the stewardship of the Park. Should such an organization be deemed the best avenue for successful fundraising for the Master Plan, TGC is committed to working with the City to develop a mission statement and structure for such an organization.
- B) TGC, with City input, will draft a Request for Proposals for Master Planning services.
- C) TGC will seek the City's input during the bid review process; however, final selection of consultant to complete the Master Plan is the sole right and responsibility of TGC.
- D) TGC will work closely with the City throughout the Master Planning process. The Plan will be prepared in collaboration with City staff as well as with input from City Council, residents and other key stakeholders representing neighborhoods and other relevant organizations.
- E) TGC will work with the City to ensure that the Master Planning process is inclusive and features a robust public participation component that offers residents throughout the City in each Aldermanic District an opportunity to be involved in the planning process.

II. Responsibilities of the City

- A) The City agrees in good faith to consider and if deemed appropriate adopt the Master Plan for Forsyth Park. If adopted, future projects for or improvements to Forsyth Park will be considered by the City in the context of the Master Plan.
- B) The City acknowledges that it does not have the authority to obligate the choice of vendor for planning services nor the scope of the Plan that TGC chooses to fund, as TGC is an independent entity.
- C) The City will work closely with TGC throughout the Master Planning process.
- D) The City will provide in a timely manner all information, maps, and documents requested by TGC and/or the firm completing the Master Plan.
- E) The Parties agree that the City has no financial obligation to TGC to fund the cost of development of the Master Plan.

TERM OF AGREEMENT

This agreement will remain in effect for two (2) years from the date of signing and is renewable for two (2) additional two-year terms by mutual written agreement of the Parties, by either Party giving the other Party notice to renew within sixty (60) days of the expiration of the term.

NOTICES

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U.S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To City: Gordon Denney, Director Greenscapes Division, City of Savannah, 2600 Bull Street, P.O. Box 1027, Savannah, GA 31402

To Trustees' Garden Club: Corinne Reeves, President, Trustees' Garden Club, 944 May River Road, Bluffton, SC 29910

Other addressee(s) may also be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

GOVERNING LAW

This MOU shall in all respects be governed by, and construed in accordance with, the laws of the State of Georgia.

SIGNATURES


IN WITNESS WHEREOF, the City of Savannah and the authorized representative of Trustees' Garden Club have executed this Understanding on this ____ day of _____, 2019, the effective date of this Understanding. This Understanding will expire two years from the date of signing.

THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

By _____
(Signature)

By _____
(Printed Name)

TRUSTEES' GARDEN CLUB, INC.



(Signature)

CORINNE S. REEVES
(Printed Name)

EXHIBIT A

Trustees' Garden Club Mission

Founded in 1926, the purpose of Trustees' Garden Club is to stimulate the knowledge and love of gardening, to share the advantages of association by means of educational meetings, conferences, correspondence and publications, and to restore, improve and protect the quality of the environment through educational programs and action in the fields of conservation and civic improvement.

Trustees' Garden Club Forsyth Park Project Mission Statement

The mission of the Trustees' Garden Club Forsyth Park Project is to build a foundation of solid research and community involvement to steward and manage change in and for Forsyth Park.

Primary Goal Within Stewardship Mission:

In partnership with the City of Savannah, to provide an all-encompassing three-part Stewardship Plan for Forsyth Park including: Overarching Values and Treatment Guidelines; Cultural Landscape Report; and Master Plan.

Accomplishments to Date

"Overarching Values and Treatment Guidelines for Forsyth Park." Completed by Charles Birnbaum, Spring 2018

"Forsyth Park Cultural Landscape Report." Anticipated completion by WLA Studio, Spring 2019