**GRANT PARK NEIGHBORHOOD ASSOCIATION (GPNA)**

Good Neighbor Agreement for GRANT PARK and facilities

Re: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EVENT

ORGANIZER CONTACT INFORMATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INTRODUCTION**:

Grant Park is the City of Atlanta’s fourth largest park with two major attractions besides the park itself: Zoo Atlanta, established in 1889 and originally known as the Grant Park Zoo; and the Atlanta Cyclorama, a cyclorama featuring the 1864 Battle of Atlanta from the American Civil War. The park serves over two million visitors per year. The in-town neighborhood surrounding the park, one of Atlanta's oldest and most important historic districts, is listed on the National Register of Historic Places.

Each year, the City of Atlanta Department of Parks, Recreation and Cultural Affairs (DPRCA) as well as the Mayor’s Office of Special Events (MOSE), receive applications for Large Gathering, Special Event and Festival permits for events to be held in Grant Park. Additionally, the City of Atlanta’s MOSE receives applications for Assembly Permits for “moving” events such as walks, runs and bike races to be held in and around Grant Park.

**ISSUES**:

* The need for green space upon which to hold Large Gatherings, Special Events and Festivals has increased steadily over the past decade.
* Additionally, the need for green space as well as safe access and pathways for pedestrians to walk, run and bike has also increased.
* Due to the high levels of use in currently available parks, Grant Park’s green space and internal paths and roadways are showing signs of heavy wear and tear due to use and the vehicles servicing said events.
* The increase in decibel level, duration and time of noise from the events is disturbing to the park’s immediate neighbors, Zoo guests and Zoo animals.
* Currently, not all organizers who apply for permits are required to appear before the community organizations for approval.
* The neighbors can only call 911 in the event of problems. Enforcement is uneven, particularly with respect to Noise Ordinance.

**POLICY STATEMENT:**

For decades, communities have relied on Good Neighbor Plans as a tool to engage in collaborative problem solving around issues of land use, housing, crime prevention and siting.

Rather than rely on legal strategies, communities, interest groups and governments come together in the spirit of collaboration and partnership to enhance neighborhood livability, develop unique and local solutions and initiate and sustain healthy partnerships and establish a mechanism for accountability. The ultimate decision about what being a Good Neighbor means in practice is local: each community is different and there are different issues within the communities depending on the size and level of activity of the park.

**DEFINITIONS:**

*GOOD NEIGHBOR AGREEMENT (GNA)* – A document detailing the history, concerns, agreements and outcomes developed to address impacts associated with events in Grant Park.

*STAKEHOLDER* – anyone who is impacted by the events in Grant Park. Could be a neighbor, user, business, attraction, public agency, neighborhood organization, school, etc.

*NEIGHBOR* – Any business, organization, adjacent home. The DPRCA, Grant Park businesses and neighborhood organizations, schools and homeowners are neighbors.

*GREEN SPACE* – The area within the boundaries of the park itself to include the pathways and roads.

*FACILITIES* – The pavilions, gazebo, recreation center, pool, tennis courts, ball fields and restrooms that are inside the park boundaries but not green space.

**HOW IS A GOOD NEIGHBOR AGREEMENT ENFORCED**: The Good Neighbor Agreement depends upon the good faith collaboration and commitment of all parties to ensure that each neighbor’s interests are met. The park permitting agency that processes the park permit enforces the Good Neighbor Agreement – it is tied to the approval and granting of a permit. It can also be withheld or rescinded for non-compliance. If a permitted park user fails to adhere to the terms of a Good Neighbor Agreement, DPRCA or MOSE will have the option of revoking their permit.

The Atlanta Police Department has legal enforcement authority and may revoke a permit at any time.

This Good Neighbor Agreement (“Agreement” or “GNA”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”), between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“EVENT ORGANIZER” or “ORGANIZER”), and the Grant Park Neighborhood Association (“GPNA”). Throughout this Agreement, Organizer and the GPNA are sometimes individually referred to as a “Party” and collectively as “Parties” or “the Parties.”

**RECITALS:**

1. Organizer has applied for a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Permit for an event to be held in Grant Park called \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

2. Organizer’s event is scheduled for the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The issues addressed in this Agreement were negotiated and agreed upon by the Organizers and GPNA.

**AGREEMENT**

1. NUISANCE CONCERNS – TRAFFIC, LITTER AND NOISE DISTURBANCES

**A. TRAFFIC**

1. Organizer acknowledges that Grant Park is a pedestrian-friendly park closed to vehicular traffic. Organizer agrees to abide by the conditions of their permit regarding the number of vehicles permitted to be inside the park at any given time. The vehicles are to be used for deliveries only and may not remain inside the park once said delivery or pick-up is complete.

2. Organizer agrees that the gate to the park must be closed at all times unless a vehicle is entering or exiting the gate. A gate attendant may be required to ensure this rule is strictly enforced.

3. Organizer agrees to drive safely and carefully inside the park and no faster than five (5) miles per hour.

4. Organizer agrees not to park any vehicles on the pathways or green space at any time.

5. Organizer agrees to inform attendees of driving alternatives and parking options.

**B. LITTER**

1. The Organizer agrees to do their best to leave the park better than they found it and will designate individuals to clean-up any garbage left behind by their event.

2. Licensee agrees to keep the sidewalks, facilities and green space around or associated with its event free of litter by having its designees collect debris that has been dropped and to take necessary measures to remove litter associated with their event.

3. Upon receipt of any necessary city and/or resident approval, licensee will install litter receptacles and recycling receptacles on-site.

**C. NOISE**

1. Organizer will immediately be notified of any disturbance arising from amplified sound. Organizer will be available to accept calls or will designate someone to accept calls during the event regarding potential issues. Organizer or its designee will promptly respond to all such calls and inquiries.

2. Organizer will follow all applicable ordinances, laws, and rules.

3. Organizer agrees to refrain from using amplified music before 10:00A.M. If Organizer intends to use amplified sound/music at any time before or after 10:00A.M., the speakers will be turned inward toward park and down, and away from homes surrounding the park. Sound may not be audible beyond 100 feet from the source of the music without a festival permit.

4. Organizer will designate one person to: A. Ensure that sound is not violating the agreement and B. Serve as the contact in the event of problems.

**D. MISCELLANEOUS**

1. This Agreement contains all the terms and conditions agreed upon by the Parties and shall be modified only by written agreement executed by duly authorized representatives of the Parties.

2. This Agreement is binding and is intended to provide a framework for communication and understanding between the Parties. Any waiver granted for any one condition does not constitute nullification of any other condition of this Agreement. This Agreement contains the full and entire understanding of the Parties. There are no other representations, warranties, statements or agreement between the Parties except as expressly set forth in this Agreement.

3. This Agreement may not be amended except in writing and signed by authorized representatives of the relevant Parties.

4. Each Party has carefully read this Agreement. The Parties acknowledge that they are each familiar with its contents, and that they fully understand and voluntarily accept its terms and conditions.

5. The attached addendum contains the current contact information for Organizer, GPNA representatives, and the Zone 6 Commander, as of the date of signing.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ORGANIZER

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Grant Park Neighborhood Association Representative