

**AGREEMENT TO RESCIND AND REPLACE THE
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
DATED JANUARY 30, 2024**

June This Agreement to Rescind and Replace ("Agreement") is dated as of the 2nd day of ~~May~~, 2024 by and between DeKalb County School District ("DCSD"), a political subdivision of the State of Georgia under the management and control of the DeKalb County Board of Education, ("Board") and the Trust for Public Land, a nonprofit California corporation ("TPL"), a non-profit corporation organized and existing under the laws of the State of California (collectively, the "Parties," and singly a "Party") for the purpose of correcting the terms of the agreements pertaining to a collaborative schoolyards pilot program.

Recitals:

WHEREAS, TPL and DCSD cooperated to initiate a schoolyards pilot program ("Program") and through that cooperation reached an understanding of the terms and conditions that would be applicable to the Program and the Parties; and

WHEREAS, TPL and DCSD memorialized their agreement in a final document ("Proposed Agreement") which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, inadvertently an earlier draft of the proposed agreement to document the agreed upon terms and conditions ("Errant Document") was included on the Board's agenda on December 15, 2023 instead of the Proposed Agreement which is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, both TPL and DCSD executed the Errant Document; and

WHEREAS, both TPL and DCSD recognize and acknowledge the Errant Document does not represent the agreed upon terms and conditions as contained in the Proposed Agreement and further, does not reflect the meeting of the minds of the Parties; and

WHEREAS, TPL and DCSD wish to rescind the Errant Document and replace it with the Proposed Agreement.

NOW, THEREFORE, TPL and DCSD agree as follows:

1. The Memorandum of Understanding dated January 30, 2024 attached hereto as Exhibit B is hereby rescinded and replaced with the Memorandum of Understanding attached hereto as Exhibit A.
2. All of the terms and conditions of Exhibit A shall be the applicable terms for the Program.

(Signatures on following page)

ACCEPTED AND AGREED:

DeKalb County School District

Devon Q. Horton

By: Dr. Devon Q. Horton

Its: Superintendent

Date: 6-12-24

Trust for Public Land

George Dusenbury

By: George Dusenbury

Its: GA State Director

Date: 6/3/2024

EXHIBIT A
PROPOSED AGREEMENT

Memorandum of Understanding and Agreement

This Memorandum of Understanding and Agreement ("MOU") is made and effective as of the date of the later signature below, by and between the DeKalb County School District ("DCSD"), a political subdivision of the State of Georgia under the management and control of the DeKalb County Board of Education, ("Board") and the Trust for Public Land (TPL), a non-profit corporation organized and existing under the laws of the State of California, ("TPL") (collectively, the "Parties", and singly, a "Party") for the purpose of setting out the Parties' mutual understandings and agreements pertaining to a collaborative schoolyards pilot program and subject to the terms and conditions set out hereinbelow.

Section 1. Pilot Program.

- 1.1 TPS is a national non-profit organization whose mission is to build parks and preserve land for people. Central to its mission is to have a park within a 10-minute walk of every citizen. Investing in schoolyards and making them available to the public during non-school use increases park access by providing students access to more park-like facilities during school hours and providing the broader community access to these facilities during non-school use.
- 1.2 TPL desires to collaborate with DCSD on a pilot program to identify DCSD schools located in park deserts and to improve those schoolyards so that they can serve as community parks when not being used for school purposes.
- 1.3 DCSD desires to improve the school learning environment and strengthen ties with the broader community by collaborating with TPL to design and implement physical improvements at least two schools over a two-year period with funding provided by TPL.
- 1.4 TPL and DCSD will work together with the goal of improving schoolyards for at least two DCSD school properties over a two-year period and making those schoolyards available to the general public during non-school use. TPL will engage the students and broader school community in a public design process and then work in conjunction with DCSD to fund and implement physical improvements identified in the design process and approved by DCSD ("Schoolyard Improvements").

Section 2. Obligations of the Parties

- 2.1 Trust for Public Land. TPL agrees to and shall, at its expense:
 - 2.1.1 Designate a TPL contact representative to work with DCSD on the design and implementation of schoolyard improvements at the pilot school sites.
 - 2.1.2 Provide design professionals to engage the school community and residents in design exercises to make the schoolyards a more inviting and engaging space.
 - 2.1.3 Engage school children and the greater community in creating a design for the schoolyard; engagement will include three design charrettes at the pilot school site.

2.1.4 Host with DCSD community engagement meetings and design charrettes on the pilot school site.

2.1.5 Utilize licensed, skilled design professionals to create and deliver to DCSD a design plan for schoolyard improvements at the pilot school site for DCSD's review and approval in DCSD's sole discretion.

2.1.6 Ensure the design complies with DCSD design requirements and all applicable Georgia Department of Education specifications.

2.1.7 Use best efforts to raise approximately a total of \$400,000 for the pilot program to fund the capital schoolyard improvements at the pilot school sites, including landscaping. TPL acknowledges that if TPL fails to raise and deliver sufficient funds then either DCSD or TPL may cancel or terminate the pilot program or DCSD may, in its sole discretion, elect to provide the balance of the funding needed to complete the program.

2.1.8 (intentionally omitted)

2.1.9 Maintain insurance coverages outlined in Exhibit A attached hereto during the pilot program.

2.1.10 TPL acknowledges DCSD must approve all designs and all physical improvements to the property prior to implementation.

2.1.11 TPL acknowledges that pursuant to Georgia State law, as well as DCSD's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of a school site. TPL shall comply with all relevant laws, rules regulations, including without limitation, the aforementioned state law, in the performance of TPL's activities on DCSD school property.

2.1.12 TPL shall ensure that all persons who perform services under this MOU shall undergo a criminal history background check with the DeKalb County School District's Department of Public Safety, and be deemed eligible to perform services by DCSD before performing any services under this MOU.

2.1.13 TPL will reimburse DCSD for approved project cost related to the construction of the Schoolyard Improvements up to \$200,000.00 per site.

2.2 DeKalb County School District. DCSD agrees to and shall, at its sole expense:

2.2.1 Designate a DCSD contact representative to work with TPL on the design and implementation of the schoolyard improvements.

2.2.2 Identify schools for the pilot program.

2.2.3 Provide existing site plan for each pilot school project site.

2.2.4 Provide design standards and other regulations to which any design must conform.

- 2.2.5 Encourage DCSD students to participate and engage in the design process.
- 2.2.6 Host with TPL community engagement meetings and design charrettes on the pilot school site.
- 2.2.7 Support communication efforts around the design process.
- 2.2.8 Provide necessary approvals and support for permitting.
- 2.2.9 Provide timely feedback and approval needed to move the design forward.
- 2.2.10 Retain a contractor to permit and construct the schoolyard improvements all in compliance with applicable Board policies and Georgia law.
- 2.2.11 Submit paid invoices to TPL for review, approval and reimbursement for each schoolyard for construction expenses up to \$200,000.00 per pilot school site.
- 2.2.12 Upon completion of the schoolyard improvements, provide public access to the schoolyard improvements during specified hours over the pilot period, subject to Board policies, guidelines, rules and regulations.
- 2.2.13 Title to the schoolyard improvements will at all times be vested with DCSD. The Parties agree that all ownership, right, title and interest to the improvements constructed and installed by DCSD upon completion of the schoolyard project shall be vested solely in DCSD, and that TPL has no right, title or interest in the improvements. TPL shall not be liable or responsible for any claims or losses resulting in any way from, or arising out of construction of the improvements, the use by the public, maintenance, repair, replacement of the improvements at the Project Site. DCSD agrees to execute any instruments and to do all other things reasonably requested by TPL (both during and after the term of this MOU) in order to evidence and ensure that the schoolyard improvements are owned by DCSD.
- 2.2.14 DCSD shall be solely responsible for all maintenance responsibilities at each site upon completion of the project at that site.

Section 3. General Terms and Conditions

- 3.1 **Term.** The initial MOU term is one (1) year commencing on the effective date. In addition, this MOU shall automatically renew for one additional year, provided that either party does not terminate the MOU by providing the other party with thirty (30) days advance notice of termination before the end of the initial term.
- 3.2 **Access.** TPL may access each designated school for pre-construction activities and public engagement, subject to the terms and conditions of this MOU. Prior to any such entry by TPL, its contractors or subcontractors onto the premises, such entering parties shall check in with school administration and shall comply with all security requirements of DCSD and the local school, including but not limited to showing photo ID. TPL shall provide at least twenty-four (24) hours' prior written notice to DCSD prior to each date of planned

entry onto the premises. Further, TPL agrees to coordinate in good faith with DCSD the dates and times of entry so as not to unreasonably interfere with the normal operations of the school on the premises, nor interfere with or impede ingress and egress or carpool and school bus operations.

- 3.3 **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.
- 3.4 **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar relationships with other entities or individuals. Nothing in this MOU, including the exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms, or products that compete with the services, platforms, or products that are the subject of the relationship contemplated by this MOU.
- 3.5 **Expenses.** DCSD and TPL agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties. Notwithstanding the foregoing, TPL will reimburse DCSD for project cost in accordance with Section 2.1.13 above.
- 3.6 **Indemnification.** TPL agrees to indemnify and hold harmless DCSD, its agents, and employees from any claim, demand, liability, loss, charges, expenses (including attorneys' fees) or causes of action of whatever kind or nature arising out of any negligence or misconduct of TPL, its agents, and employees for which DCSD is alleged to be liable.
- 3.7 **Notices.** Unless otherwise provided in this MOU, all notices, including, but not limited to, any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a Party specifies in a notice delivered pursuant to this Section.

3.7.1 To DCSD: Superintendent
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

Chief Legal Officer
Attention: H. Eric Hilton, Esq.
DeKalb County School District
1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083
Harold_hilton@dekalbschoolsga.org

3.7.2 To TPL:

The Trust for Public Land
George Dusenbury
Georgia State Director
600 West Peachtree Street
Suite 600
Atlanta, GA 30308
George.dusenbury@tpl.org

Joy Leggett-Murphy
Legal Counsel
600 West Peachtree Street
Suite 600
Atlanta, GA 30308
joy.leggettmurphy@tpl.org

3.8 **Student Records.**

3.8.1 TPL shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, TPL shall comply and shall assist DCSD in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws.

3.8.2 To the extent TPL or its subcontractors comes into contact with any student data or information, TPL or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

3.9 **No Discrimination.** TPL agrees that in providing services under this MOU it shall not discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

3.10 **Drug Free Workplace.** TPL agrees that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the MOU, and that it will provide a drug-free workplace during the performance of the MOU.

3.11 **Immigration Laws.** TPL shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as

amended and Georgia Department of Labor Rule 300-10-1, *et seq.*, and also shall require its subcontractors and consultants to comply with these laws.

- 3.12 **Governing Law and Venue.** This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of DeKalb County, Georgia.
- 3.13 **Termination.** Either Party may terminate this MOU without cause upon thirty (30) days' prior written notice. Either Party may terminate this MOU immediately in the event of a breach of any provision of this Section 2 by the other Party.
- 3.14 **Entire Agreement.** This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- 3.15 **Counterparts and Electronic Signatures.** This MOU may be executed in counterparts, each of which shall be deemed an original. The MOU may be executed and delivered electronically and shall have the same force and effect as an original.

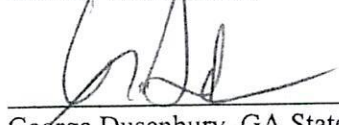
ACCEPTED AND AGREED:

DeKalb County School District

By: 
Dr. Devon Q. Horton, Superintendent

Date: 6-12-24

The Trust for Public Land

By: 
George Dusenbury, GA State Director

Date: 6/3/2024

EXHIBIT A

INSURANCE REQUIREMENTS FOR THE SCHOOLYARDS PILOT PROGRAM

1. TPL, and any subcontractors, shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for TPL during the term of this MOU. Prior to the date TPL signs this MOU, TPL shall provide DCSD with: (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies; and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as DCSD requests.

2. Should TPL, now a non-profit corporation, at any time become a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

3. The insurance requirements of this MOU are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence

4. TPL waives all rights, including rights of subrogation, against DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Pilot Program.

5. Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this MOU;
 - (b) Certificates to contain, when applicable, the pilot school site, project number, location of property, name of property and applicable operations insurance information;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered

without at least sixty (60) days prior written notice to DCSD.

- (e) TPL shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

EXHIBIT B
ERRANT AGREEMENT

Memorandum of Understanding and Agreement

This Memorandum of Understanding and Agreement ("MOU") is made and effective as of the date of the later signature below, by and between the DeKalb County School District ("DCSD"), a political subdivision of the State of Georgia under the management and control of the Fulton County Board of Education, ("Board") and the Trust for Public Land (TPL), a non-profit corporation organized and existing under the laws of the State of California, ("TPL") (collectively, the "Parties", and singly, a "Party") for the purpose of setting out the Parties' mutual understandings and agreements pertaining to a collaborative schoolyards pilot program on and subject to the terms and conditions set out hereinbelow.

Section 1. Pilot Program.

- 1.1 TPS is a national non-profit organization whose mission is to build parks and preserve land for people. Central to its mission is to have a park within a 10-minute walk of every citizen. Investing in schoolyards and making them available to the public during non-school use increases park access by providing students access to more park-like facilities during school hours and providing the broader community access to these facilities during non-school use.
- 1.2 TPL desires to collaborate with DCSD on a pilot program to identify DCSD schools located in park deserts and to improve those schoolyards so that they can serve as community parks when not being used for school purposes.
- 1.3 DCSD desires to improve the school learning environment and strengthen ties with the broader community by collaborating with TPL to design and implement physical improvements at least two schools over a two-year period with funding provided by TPL.
- 1.4 TPL and DCSD will work together with the goal of improving schoolyards for at least two FCS school properties over a two-year period and making those schoolyards available to the general public during non-school use. TPL will lead the students and broader school community in a public design process and then work in conjunction with DCSD to fund and implement physical improvements identified in the design process and approved by DCSD.

Section 2. Obligations of the Parties

- 2.1 Trust for Public Land. TPL agrees to and shall, at its expense:
 - 2.1.1 Designate a TPL contact representative to work with DCSD on the design and implementation of schoolyard improvements at the pilot school sites.
 - 2.1.2 Provide design professionals to engage the school community and residents in design exercises to make the schoolyards a more inviting and engaging space.
 - 2.1.3 Engage school children and the greater community in creating a design for the schoolyard; engagement will include three design charrettes at the pilot school site.

- 2.1.4 Host with DCSD community engagement meetings and design charrettes on the pilot school site.
- 2.1.5 Utilize licensed, skilled design professionals to create and deliver to DCSD a design plan for schoolyard improvements at the pilot school site for DCSD' review and approval in DCSD' sole discretion.
- 2.1.6 Ensure the design complies with DCSD design requirements and all applicable Georgia Department of Education specifications.
- 2.1.7 Use best efforts to raise approximately a total of \$200,000 for the pilot program to fund the capital schoolyard improvements at the pilot school sites, including landscaping. TPL acknowledges that if TPL fails to raise and deliver sufficient funds then DCSD may cancel or terminate the pilot program or DCSD may, in its sole discretion, elect to provide the balance of the funding needed to complete the program.
- 2.1.8 Obtain all permits and approvals needed to implement the design.
- 2.1.9 Maintain insurance coverages required by DCSD during the pilot program.
- 2.1.10 TPL acknowledges DCSD must approve all designs and all physical improvements to the property prior to implementation.
- 2.1.11 TPL acknowledges that pursuant to Georgia State law, as well as DCSD's policies, any person listed on the Georgia Violent Sex Offender Registry maintained by the Georgia Bureau of Investigation is prohibited from being within 1,000 feet of a school site. TPL shall comply with all relevant laws, rules regulations, including without limitation, the aforementioned state law, in the performance of TPL's activities on DCSD school property.
- 2.1.1 TPL shall ensure that all persons who perform services under this MOU shall undergo a criminal history background check with the DeKalb County School District's Department of Safety & Security, and be deemed eligible to perform services by DCSD before performing any services under this MOU.
- 2.2 DeKalb County School District. DCSD agrees to and shall, at its sole expense:
- 2.2.1 Designate a DCSD contact representative to work with TPL on the design and implementation of the schoolyard improvements.
- 2.2.2 Identify schools for the pilot program.
- 2.2.3 Provide existing site plan for each pilot school project site
- 2.2.4 Provide design standards and other regulations to which any design must conform.
- 2.2.5 Encourage DCSD students to participate and engage in the design process.

2.2.6 Host with TPL community engagement meetings and design charrettes on the pilot school site.

2.2.7 Support communication efforts around the design process.

2.2.8 Provide necessary approvals and support for permitting.

2.2.9 Provide timely feedback and approval needed to move the design forward.

2.2.10. Retain a contractor to construct the schoolyard improvements all in compliance with applicable Board policies and Georgia law.

2.2.11 Upon completion of the schoolyard improvements, provide public access to the schoolyard improvements during specified hours over the pilot period, subject to Board policies, guidelines, rules and regulations.

2.2.12 Title to the schoolyard improvements will at all times be vested with DCSD.

2.2.13 DCSD shall be solely responsible for all maintenance responsibilities at each site upon completion of the project at that site.

Section 3. General Terms and Conditions

3.1 **Term.** The initial MOU term is one (1) year commencing on the effective date. In addition, this MOU shall automatically renew for one additional year, provided that either party does not terminate the MOU by providing the other party with thirty (30) days advance notice of termination before the end of the initial term.

3.2 **Relationship of the Parties.** Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither Party shall have the right, power, or authority to obligate or bind the other Party in any manner whatsoever, without the other Party's prior written consent.

3.3 **Non-Exclusivity.** The relationship between the Parties is non-exclusive. Neither Party will be precluded from entering into similar relationships with other entities or individuals. Nothing in this MOU, including the exhibits, requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms, or products that compete with the services, platforms, or products that are the subject of the relationship contemplated by this MOU.

3.4 **Expenses.** DCSD and TPL agree that each Party shall pay its own fees, costs, and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU, including without limitation any legal fees, except as expressly specified herein or otherwise agreed upon in writing by both Parties.

3.5 **Indemnification.** TPL agrees to indemnify and hold harmless DCSD, its agents, and employees from any claim, demand, liability, loss, charges, expenses (including attorneys'

fees) or causes of action of whatever kind or nature arising out of any negligence or misconduct of TPL, its agents, and employees for which DCSD is alleged to be liable.

- 3.6 **Notices.** Unless otherwise provided in this MOU, all notices, including, but not limited to, any notice of termination of this MOU, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a Party specifies in a notice delivered pursuant to this Section.

3.6.1 To DCSD: Superintendent
DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

Hall Booth Smith, P.C.
191 Peachtree Street NE Suite 2900
Atlanta, GA 30303
Attention: H. Eric Hilton, Esq.

3.6.2 To TPL: The Trust for Public Land
George Dusenbury
Georgia State Director
600 West Peachtree Street
Suite 600
Atlanta, GA 30308

3.7 **Student Records.**

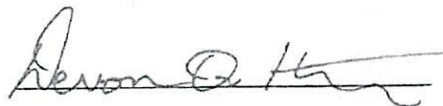
3.7.1 TPL shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, TPL shall comply and shall assist DCSD in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws.

3.7.2 To the extent TPL or its subcontractors comes into contact with any student data or information, TPL or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this Agreement.

- 3.8 **No Discrimination.** TPL agrees that in providing services under this MOU it shall not discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.
- 3.9 **Drug Free Workplace.** TPL agrees that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the MOU, and that it will provide a drug-free workplace during the performance of the MOU.
- 3.10 **Immigration Laws.** TPL shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.*, and also shall require its subcontractors and consultants to comply with these laws.
- 3.11 **Governing Law and Venue.** This MOU shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this MOU shall be in the federal, superior, or state courts of DeKalb County, Georgia.
- 3.12 **Termination.** Either Party may terminate this MOU without cause upon thirty (30) days' prior written notice. Either Party may terminate this MOU immediately in the event of a breach of any provision of this Section 2 by the other Party.
- 3.13 **Entire Agreement.** This MOU, including any exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This MOU shall not be modified except by a written agreement signed by both Parties.
- 3.14 **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original.

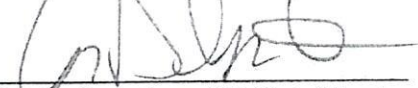
ACCEPTED AND AGREED:

DeKalb County School District

By: 

Date: 12.15.23

The Trust for Public Land

By: 
George Dusenbury, GA State Director

Date: 1-30-2024