

**MEMORANDUM OF UNDERSTANDING BETWEEN:**  
**GEORGIA DEPARTMENT OF NATURAL RESOURCES, WILDLIFE RESOURCES DIVISION**  
**AND**  
**CHARLIE ELLIOTT ASTRONOMY**

**Introduction and Purpose**

Charlie Elliott Astronomy (CEA), a chapter of the Atlanta Astronomy Club, provides leadership, service, and education to the general public including clients of the Charlie Elliott Wildlife Center (CEWC). The Georgia Department of Natural Resources, Wildlife Resources Division (WRD) protects, conserves, and manages Georgia's wildlife and freshwater fisheries resource and protects endangered wildlife and plants as well as providing conservation education programs to the citizens of Georgia. Both agencies have fostered a strong working relationship that has benefited the citizens of the State of Georgia. CEWC and Charlie Elliott Astronomy provide monthly astronomy programs for the general public. The purpose of this document is to provide a continuing foundation for the astronomy programs at Charlie Elliott Wildlife Center.

**Scope of Agreement**

Charlie Elliott Astronomy will:

- Provide one regularly scheduled astronomy program per month at CEWC.
- Whenever possible, assist the DNR with the additional astronomy programs as needed for various school groups attending CEWC workshops.
- Assist CEWC in marketing the astronomy programs.
- Provide funds and be responsible for construction of a secure telescope shed and viewing area in the CEWC astronomy field in a location to be mutually agreed upon by both parties. The shed will be a prefabricated building that will remain the property of Charlie Elliott Astronomy but will be used by WRD. The viewing area will be a concrete pad that will become property of WRD upon installation. All plans and specifications of the shed and pad must be approved by WRD prior to installation.

WRD will:

- Provide classroom space for the regularly scheduled astronomy programs at CEWC.
- Provide an astronomy field for use by Charlie Elliott Astronomy to conduct astronomy programs.
- Provide nearby 24-hr. restroom access
- Market the astronomy programs to the general public.

The two parties, which have entered into this Memorandum of Understanding, agree to coordinate and communicate with each other as they provide programs to the general public.

The term of this Agreement will begin on November 15, 2013 and will end at 5:00 o'clock p.m., prevailing legal time in Atlanta, Georgia on November 15, 2033, unless sooner terminated as provided herein. Either party may terminate this Agreement for convenience with 14 days written notice to the other party.

Maintenance and repairs of the shed shall be the responsibility of Charlie Elliott Astronomy. Maintenance and repairs of the pad shall be the responsibility of WRD. The provision of any utilities to the shed or the pad will require a separate agreement of the parties.

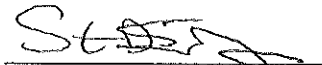
Upon the expiration or earlier termination of this Agreement, Charlie Elliott Astronomy shall have 30 days within which to remove the shed. Charlie Elliott Astronomy shall repair any damage caused by the installation or removal of the shed. If the shed is not removed within the 30 day period, the shed shall be deemed the property of WRD and may be retained or disposed of by WRD at WRD's discretion. Charlie Elliott Astronomy acknowledges that WRD shall not be liable for any damage to or loss of the shed.

**Georgia Department of Natural Resources, Wildlife Resources Division**

By:   
Dan Forster, Director

Date: 11/12/13

**Charlie Elliott Astronomy**

By:   
Steve Siedentop, Director

Date: 11/1/2013