10- R -1042

(Do Not Write Above This Line)

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE GEORGIA TECH RESEARCH CORPORATION FOR A DATA ANALYSIS TO BE USED TO DEVELOP THE CITY OF ATLANTA'S BASELINE COMMUNITY-WIDE GREENHOUSE GAS INVENTORY, FORECASTS AND MITIGATION RECOMMENDATIONS, UTILIZING FUNDS FROM THE U.S. DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT IN THE AMOUNT OF $50,000.00; AND FOR OTHER PURPOSES.

SUBSTITUTE

ADOPTED BY

JUN 0 7 2010

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee Fin/Exe	Committee
Date 6/2/10	Date
Chair Jadrean	Chair
Action Fav, Adv, Hold (see rev. side) Subst Other	Action Fav, Adv, Hold (see rev. side) Other
Members Felicia A. Moore	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

CERTIFIED

JUN 0 7 2010

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

JUN 0 7 2010

Rhonda Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

JUN 1 5 2010

MAYOR

CITY COUNCIL
ATLANTA, GEORGIA

10-R-1042

A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE GEORGIA TECH RESEARCH CORPORATION FOR A DATA ANALYSIS TO BE USED TO DEVELOP THE CITY OF ATLANTA'S BASELINE COMMUNITY-WIDE GREENHOUSE GAS INVENTORY, FORECASTS AND MITIGATION RECOMMENDATIONS, UTILIZING FUNDS FROM THE U.S. DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT IN AN AMOUNT NOT TO EXCEED $100,000.00; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor's Office Division of Sustainability applied for and received grant funds in the amount of $5,890,200.00 from the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant as part of the American Recovery and Reinvestment Act, to fund sustainability programs through April 2012; and

WHEREAS, the total grant award of $5,890,200.00 was anticipated and appropriated pursuant to ordinances 09-O-1411 and 09-O-1913 adopted by the Atlanta City Council on September 8, 2009 and December 7, 2009,and approved by the Mayor on September 11, 2009 and December 15, 2009 respectively; and

WHEREAS, a portion of the funding was approved by the U.S. Department of Energy for sub-grants to local non-profit organizations; and

WHEREAS, the sub-recipients were selected from applications submitted to the City of Atlanta ("City") in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Georgia Tech Research Corporation was selected as a sub-recipient and will receive an award in an amount not to exceed $100,000.00 for data analysis to develop the City's baseline community-wide greenhouse gas inventory, forecasts and mitigation recommendations.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to execute a Memorandum of Understanding with the Georgia Tech Research Corporation, Midtown Alliance, for data analysis to develop the City's baseline community-wide greenhouse gas inventory, forecasts and mitigation recommendations, utilizing U.S. Department of Energy's Energy Efficiency and Conservation Block Grant funding in an amount not to exceed $100,000.00.

BE IT FURTHER RESOLVED, that all funds shall be charged to and paid from Fund, Department Organization and Account number 2501 (Intergovernmental Grant Fund) 40301 (Exe Chief Operating Officer) 5999999 (Proj & Grant Summary) 1320000 (Chief Exe) 210643 (EECB).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that the agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Piedmont Park Conservancy.

A true copy,
Rhonda Dauphin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council **JUN 07, 2010**
APPROVED by Mayor Kasim Reed **JUN 15, 2010**

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ATLANTA AND GEORGIA TECH RESEARCH CORPORATION.

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of the ___ day of May 2010, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and Georgia Tech Research Corporation, Inc., a Georgia non-profit corporation ("GTRC") for the purpose of conducting research and developing the Climate Action Plan for the City.

BACKGROUND:

WHEREAS, the Department of Executive Offices Division of Sustainability (the "Division of Sustainability") is aimed at making the City of Atlanta ("City") more sustainable by improving the City's "green" programs and policies such as water and energy conservation, reducing the City's solid waste and emissions, and improving the rates of recycling; and

WHEREAS, on June 26, 2009 the Division of Sustainability applied for funds from the U.S. Department of Energy's ("DOE") Energy Efficiency and Conservation Block Grant to fund their sustainability efforts and operations through June 2012; and

WHEREAS, the City will act as a pass-through agency for grant funds by making sub-awards to eligible grant sub-recipients; and

WHEREAS, the sub-recipients were selected from applications submitted to the City, and in conformance with all applicable rules, codes and regulations; and

WHEREAS, the Division of Sustainability has been awarded funds in the total amount of $5,658,264.00 from the DOE to implement energy efficiency plans and programs within City facilities and the community; and

WHEREAS, GTRC has been chosen as a sub-recipient to receive a grant award from the City in the amount of $50,000.00; and

WHEREAS, the City and GTRC wish to memorialize the terms of the grant award in the form of a Memorandum of Understanding in order to facilitate the research and development of the City of Atlanta Climate Action Plan.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic responsibilities of the City and GTRC regarding the grant award:

a. The Division of Sustainability shall set the scope of the work to be performed by GTRC with respect to the Climate Action Plan to be funded through the grant award, and will approve all activities GTRC develops to accomplish the implementation of such program.

b. The Division shall be responsible as grantee for the pass-thru grant dollars for the activities of GTRC; to report to and ensure compliance with the funder.

c. GTRC shall comply with all DOE requirements with respect to the grant award.

d. GTRC shall provide matching funds in the amount of 50% of the grant award.

e. GTRC will take the necessary steps for the research and development of the Climate Action Plan.

f. GTRC will take the necessary steps to ensure compliance with the federal wage guidelines contained in the Davis- Bacon Act, and will submit a report on the jobs created and the use of grant funds to the Division of Sustainability on a quarterly basis or as mandated by the US Department of Energy.

g. GTRC will register as a City vendor, and maintain the adequate insurance liability coverage and crime and/ or fidelity bond as determined by the Division of Sustainability and the City's Risk Management Division.

2. **Term:** The term of this MOU shall be three (3) years.

3. **Funding Restrictions**: The City of Atlanta will not fund Projects that would:

a. Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;

b. Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);

c. Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or

d. Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:

e. Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;

f. Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;

g. Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;

h. Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;

i. Prime agricultural lands;

j. Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and

k. Tundra, coral reefs, or rain forests.

4. **Waste Stream Conditions:** The City shall obtain a waste management plan addressing waste generated by a proposed Project prior to funding projects or awarding a sub-grant for a Project. This waste management plan will describe the recipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The City shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). The City shall ensure through specific contract terms that the Sub-recipient complies with all Federal, state and local regulations for waste disposal.

5. **National Historic Preservation Act Compliance**: Prior funding projects or awarding a sub-grant for a Project, the City shall comply with Section 106 of the National Historic Preservation Act ("NHPA"). If applicable, the Sub-recipient must contact the State Historic Preservation Officer ("SHPO"), and the Tribal Historic Preservation Officer ("THPO"). The City shall retain sufficient documentation to demonstrate that the Sub-recipient has received required approval(s) from the SHPO or THPO for the Project. The City shall deem compliance with Section 106 of the NHPA complete only after it has this documentation. The City shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

6. **Governing Law:** This MOU shall be interpreted and construed in accordance with the laws of the State of Georgia.

7. **Notices:** All notices, demands and requests required under this MOU must be in writing and sent to the parties in the manner described below:

a. **Addresses:**

To the City:
City of Atlanta
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
Attention: Director, Division of Sustainability
(404) _____ Fax

With a copy to:
City of Atlanta
68 Mitchell Street, S.W., Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney
(404) _____ Fax

To GTRC:
430 Tenth Street, N.W.
North Building, Room 003
Atlanta, Georgia 30318
Attention: President

(404) _____ Fax

With a copy to:

430 Tenth Street, N.W.
North Building, Room 003
Atlanta, Georgia 30318
Attention: _____
(404) _____ Fax

b. **Delivery:** All notices given by either party to the other under this MOU must be in writing and may be delivered by: (i) regular mail, first class, postage prepaid; (ii) certified or registered mail; (iii) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

c. **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.

8. **Entire Agreement.** This MOU contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this MOU, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and GTRC have executed this MOU effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By:_____
Mayor, City of Atlanta

GEORGIA TECH RESEARCH CORPORATION, INC.

By:_____
President

RCS# 282
6/07/10
3:18 PM

Atlanta City Council

REGULAR SESSION

CONSENT I EXCEPT 10-O-0877,10-O-0923,10-R-1000

ADOPT

YEAS:	13
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	1
ABSENT	0

Y Smith	E Archibong	Y Moore	Y Bond
Y Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

		06-07-10
ITEMS ADOPTED ON CONSENT	**ITEMS ADOPTED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 10-O-0628	43. 10-R-0969	69. 10-R-0995
2. 10-O-0629	44. 10-R-0970	70. 10-R-0996
3. 10-O-0631	45. 10-R-0971	71. 10-R-0997
4. 10-O-0634	46. 10-R-0972	72. 10-R-0998
5. 10-O-0635	47. 10-R-0973	73. 10-R-0999
6. 10-O-0734	48. 10-R-0974	74. 10-R-1001
7. 10-O-0864	49. 10-R-0975	75. 10-R-1002
8. 10-O-0865	50. 10-R-0976	76. 10-R-1003
9. 10-O-0866	51. 10-R-0977	77. 10-R-1004
10. 10-O-0867	52. 10-R-0978	78. 10-R-1005
11. 10-O-0807	53. 10-R-0979	79. 10-R-1006
12. 10-O-0879	54. 10-R-0980	80. 10-R-1007
13. 10-O-0901	55. 10-R-0981	81. 10-R-1008
14. 10-O-0902	56. 10-R-0982	82. 10-R-1009
15. 10-O-0927	57. 10-R-0983	83. 10-R-1010
16. 10-R-0935	58. 10-R-0984	84. 10-R-1011
17. 10-R-1038	59. 10-R-0985	85. 10-R-1013
18 10-R-1039	60. 10-R-0986	86. 10-R-1014
19. 10-R-1040	61. 10-R-0987	87. 10-R-1015
20. 10-R-0643	62. 10-R-0988	88. 10-R-1016
21. 10-R-0645	63. 10-R-0989	89. 10-R-1017
22. 10-R-0954	64. 10-R-0990	90. 10-R-1018
23. 10-R-0955	65. 10-R-0991	91. 10-R-1019
24. 10-R-0956	66. 10-R-0992	92. 10-R-1020
25. 10-R-1037	67. 10-R-0993	93. 10-R-1021
26. 10-R-0951	68. 10-R-0994	94. 10-R-1022
27. 10-R-1048		95. 10-R-1023
28. 10-R-0937		96. 10-R-1024
29. 10-R-0943		97. 10-R-1025
30. 10-R-0941		98. 10-R-1026
31. 10-R-0942		99. 10-R-1027
32. 10-R-1042		100. 10-R-1028
33. 10-R-1043		101. 10-R-1029
34. 10-R-1044		102. 10-R-1031
35. 10-R-1045		103. 10-R-1032
36. 10-R-1049		104. 10-R-1033
37. 10-R-0963		105. 10-R-1034
38. 10-R-0964		106. 10-R-1035
39. 10-R-0965		107. 10-R-1036
40. 10-R-0966		
41. 10-R-0967		
42. 10-R-0968		