

10- R -1331

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**A RESOLUTION BY
FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OPTION YEAR 3 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

ADOPTED BY
JUL 19 2010
COUNCIL

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

Date Referred

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First Reading

Committee _____
 Date _____
 Chair _____
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Committee Finance/Executive
 Date 7/14/2010
 Chair Y. Adams
 Action Fav. Adv. Hold (see rev. side)
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 Members [Signatures]
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Committee _____
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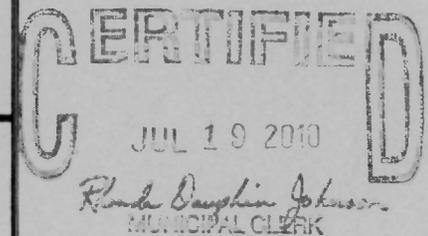
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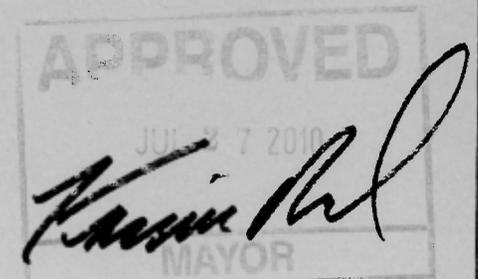
FINAL COUNCIL ACTION

- 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED



MAYOR'S ACTION



**A RESOLUTION BY
FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OPTION YEAR 3 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into an Intergovernmental Agreement ("IGA") (see attached Exhibit "A") with the Housing Authority of the City of Atlanta, Georgia ("AHA") to perform environmental reviews for AHA projects and activities which receive federal financial assistance as authorized by Resolution 07-R-0770 which was adopted by the Atlanta City Council on May 7, 2007 and approved by the Mayor on May 14, 2007; and

WHEREAS, the IGA was executed on August 15, 2007 and therefore, the initial term expires August 14, 2008; and

WHEREAS, the term of the IGA is for a period of one (1) year with an option by the City to extend the IGA for four (4) additional periods of one (1) year each by providing thirty (30) days written notice to AHA prior to expiration of the preceding term; and

WHEREAS, the City exercised Option Year 1 of the IGA as authorized by Resolution 08-R-1537 which was adopted by the Atlanta City Council on July 21, 2008 and approved by the Mayor on July 22, 2008, and which expires on August 14, 2009; and

WHEREAS, the City exercised Option Year 2 of the IGA as authorized by Resolution 09-R-1310 which was adopted by the Atlanta City Council on July 20, 2009 and approved by the Mayor on July 28, 2009; and

WHEREAS, it is in the City's best interests to exercise Option Year 3 under the terms of the Agreement; and

WHEREAS, the term of this Option is for a period of one year, effective August 15, 2010 to August 14, 2011.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to take necessary and appropriate actions to enter into Option Year 3 of the IGA with AHA to perform environmental reviews as required by HUD.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Kasim Reed

JUL 19, 2010
JUL 27, 2010



INTERGOVERNMENTAL AGREEMENT
FOR THE ENVIRONMENTAL REVIEW OF
PROJECTS RECEIVING FEDERAL FINANCIAL ASSISTANCE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between the **CITY OF ATLANTA**, a Georgia municipal corporation ("the City") and **THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA**, a body corporate and politic organized under the Housing Authorities Law of the State of Georgia, O.C.G.A. § 8-3-1 *et seq.* ("AHA"), is entered into on this 15th day of August, 2007 (the "Agreement").

RECITALS

WHEREAS, AHA is a public housing agency authorized under Georgia law to undertake projects and activities for public housing development with federal financial assistance; and

WHEREAS, certain projects and activities receiving federal financial assistance are subject to the policies of the National Environmental Policy Act of 1969 ("NEPA") and implementing regulations of the Council on Environmental Quality, including, without limitation, the federal regulations at 40 C.F.R. Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development ("HUD"), including, without limitation, HUD environmental review regulations at 24 C.F.R. Parts 50 and 58; and

WHEREAS, pursuant to 24 C.F.R. § 58.2(a)(7)(ii)(B), where the recipient of federal financial assistance is a public housing agency, the City is authorized to assume environmental review obligations ("Environmental Reviews") as the non-recipient Responsible Entity (as defined in the C.F.R.); and

WHEREAS, AHA is not authorized to serve as its own Responsible Entity but must have Environmental Reviews completed pursuant to HUD regulations at 24 C.F.R. Parts 50 and 58 in order to allow certain of AHA's projects to move forward; and

WHEREAS, it is and will continue to be advantageous for the City to serve as the non-recipient Responsible Entity to facilitate the construction and development of housing projects within the municipal boundaries of the City and therefore strengthen the partnership between AHA and the City; and

WHEREAS, as the Responsible Entity, the City acknowledges that it is authorized to assume the responsibility of HUD as the federal decision-making entity under NEPA and each provision of law designated in the laws and authorities set forth in 24 C.F.R. Part 58, and to accept jurisdiction of the federal courts for enforcement of the environmental responsibilities applicable to any and all of the HUD assistance awarded to AHA; and assume HUD's responsibility for Environmental Reviews, decision making, and actions including executing the certification portion of HUD's Request for Release of Funds and Certification for certain AHA public housing programs as set forth in 24 C.F.R. Part 58.2(a)(7)(ii)(B); and



WHEREAS, for the purposes of expediting project development, AHA has requested that the City act as the non-recipient Responsible Entity with respect to AHA's projects for which Environmental Reviews and decision-making is required; and

WHEREAS, upon the conditions and provisions set forth in this Agreement, the City is willing to so act as the non-recipient Responsible Entity with respect to said projects and programs; and

WHEREAS, AHA will reimburse the City for any reasonable costs incurred in performing the Environmental Reviews for any AHA projects and programs in accordance with 24 C.F.R. Part 58; and

NOW THEREFORE, in consideration of the mutual promises herein contained, intending to be legally bound, the City and AHA do hereby agree as follows:

ARTICLE I - DUTIES AND RESPONSIBILITIES

1.01 Incorporation of Preambles: The foregoing preambles are hereby incorporated by reference as if set forth fully herein.

1.02 The City's Duties and Responsibilities: In exchange for the services and reimbursement outlined by this Agreement, the City agrees to the following duties, services, and responsibilities:

1. Consistent with the duties and responsibilities of a Non-recipient Responsible Entity and Certifying Officer under 24 C.F.R. Part 58, the City shall assume responsibility for all Environmental Reviews for AHA's projects.
2. Where appropriate and necessary in the environmental review process, the City shall issue and disseminate findings of no significant impact, issue and disseminate findings of significant impact, determine whether to hold public hearings, prepare records of decisions, issue notices of intent to request release of funds, and prepare requests for release of funds.
3. The City shall have the right to retain consultants and experts for special review or investigation and to obtain other outside services deemed reasonably necessary by the City to implement its functions hereunder. Prior to retaining any such experts, consultants, or outside services, the City shall first consult AHA regarding the need for and scope of such work or services. AHA shall pay the cost of any such experts, consultants, or outside services.

1.03 AHA's Duties and Responsibilities: In exchange for the services outlined by this Agreement, AHA agrees to the following duties, services, and responsibilities.

1. AHA shall, at its own expense, provide the City with all available project and environmental information which the City may reasonably request in connection with the City's activities pursuant to this Agreement, including, without limitation, all existing relevant information and any reports or investigation or study which, in the City's



opinion, should be undertaken or may be reasonably required to conduct appropriate Environmental Reviews consistent with applicable law and regulations.

2. AHA will provide the City with all available project and environmental information including, but not limited to, documentation that adequately describes the full scope, purpose, and interrelationships of the HUD-assisted and privately financed and non-federally financed AHA projects included in the development plan and any other documents and/or information requested by the City that it reasonably believes is necessary to perform the services required under this Agreement and that are within the AHA's possession or control.

3. AHA will serve as liaison with local community groups and residents regarding all aspects of the City's services under this Agreement including, without limitation, scheduling meetings and participating in public meetings as required. The AHA will provide the City with five business days prior written notice of all meetings that relate to the Environmental Reviews to allow the City the opportunity to participate in such meetings.

4. As identified on Exhibit A attached hereto and incorporated by reference herein, AHA shall promptly advance certain funds to the City and reimburse the City for certain actual expenses incurred for performing its functions under this Agreement including, but not limited to, reasonable costs for:

- a. copying or reproducing documents;
- b. publishing notices;
- c. necessary travel expenses;
- d. long distance phone charges;
- e. postage and express package delivery charges;
- f. fees and expenses of experts, consultants, and outside services retained by the City;
- g. the City's staff time devoted to performance of the City's function under this Agreement; and
- h. surveys or investigations.

5. AHA shall have the responsibility to monitor any environmental corrective action or mitigation necessary to comply with the applicable laws and policies set forth in 24 C.F.R. Part 58 for AHA projects as may be specified in any request for release of funds and certification executed by the City.

6. AHA will provide its Five Year Plan and Annual Plan to the City in order to facilitate integration between City planning and AHA activities and projects.

7. AHA will assist the City with public notices and the dissemination of the findings of the Environmental Reviews to stakeholders and others as provided by 24 C.F.R. Part 58.

8. As the recipient of HUD funds, AHA shall comply with applicable federal, state and local laws, including but not limited to the laws referenced in Section 1.02(1) of this



Agreement and each provision of law designated in the laws and authorities set forth therein.

ARTICLE II - TERMS OF AGREEMENT

2.01 Term: This Agreement shall be effective for a period of one (1) year from the date of execution of this Agreement (the "Initial Term") unless terminated by either party in accordance with Section 2.03 hereof.

2.02 Option Terms: The City may extend this Agreement for four (4) additional periods of one (1) year each (the "Option Year 1" "Option Year 2" "Option Year 3" and "Option Year 4" or "Option Terms" collectively) by providing thirty (30) days written notice to AHA prior to expiration of the preceding term. Unless terminated earlier by either party in accordance with Section 2.03 of this Agreement, the total term of the Agreement, including the Initial Term and Option Terms, shall not exceed a period of five (5) years.

2.03 Termination: Either party may terminate this Agreement without cause by providing the other party thirty (30) days written notice.

2.04 Non-Appropriation: Notwithstanding the provisions for termination of this Agreement set forth in Section 2.03 of this Agreement, the City may terminate this Agreement at the end of any then-current contract year in the event of a non-appropriation of funds (a "Non-Appropriation"). In the event of Non-Appropriation, the City shall not be obligated to make payments for the goods and services which are to be provided pursuant to this Agreement beyond the end of the then-current contract year (including Initial Term or any Option Terms) and this Agreement shall terminate upon notice as required in this Agreement. The City shall make reasonable efforts to notify AHA as soon as possible, in the event of such Non-Appropriation.

ARTICLE III - COMMUNICATION AND NOTICES

3.01 Communication Between the Parties: All verbal and written communication, including required reports and submissions, shall be between the City and AHA's Office of Development and/or Operations Department only, or except as provided in Section 3.02 below.

3.02 Notices:

Any notices sent to the City shall be mailed by ordinary mail, postage prepaid to:

Ms. Shirley Franklin, Mayor
City of Atlanta
55 Trinity Avenue, SW
Atlanta, Georgia 30335

With a copy delivered to:

Mr. Lee Hannah, Director
Office of Grants Services, Department of Finance



City of Atlanta
City Hall Tower, Suite 8100
68 Mitchell Street, SW
Atlanta, Georgia 30303

Elizabeth B. Chandler, City Attorney
City of Atlanta, Department of Law
City Hall Tower, Suite 4100
Atlanta, Georgia 30303

Any notices sent to AHA shall be mailed by ordinary mail, postage prepaid to:

Ms. Renée Lewis Glover
President & Chief Executive Officer
The Housing Authority of the City of Atlanta, Georgia
7th Floor
230 John Wesley Dobbs Avenue, NE
Atlanta, Georgia 30303-2421

With copies delivered to:

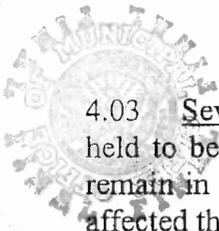
Gloria J. Green, Esq.
General Counsel & Chief Legal Officer
The Housing Authority of the City of Atlanta, Georgia
7th Floor
230 John Wesley Dobbs Avenue, NE
Atlanta, Georgia 30303-2421

Joan B. Sasine, Esq.
Powell Goldstein LLP
1201 West Peachtree Street, NW
14th Floor
Atlanta, Georgia 30309

ARTICLE IV - GENERAL PROVISIONS

4.01 Compliance with Laws and Purpose: In performance of all services required hereunder, the parties shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments. The City reserves the right to request proof of compliance with any applicable statute, ordinance or regulation to which AHA is required to comply. This Agreement relates only to the City's performance as the Responsible Entity for the purposes of complying with HUD environmental review regulations at 24 C.F.R. Parts 50 and 58.

4.02 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts each of which shall be deemed an original.



4.03 Severability: If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, all other clauses, sections, and provisions shall remain in effect and the parties hereto agree that the material rights of either party shall not be affected thereby.

4.04 Modification: There shall be no modification of this Agreement except in writing and executed with the same formalities as was this Agreement.

4.05 Covenant Not to Sue and Indemnity: AHA hereby indemnifies, defends, saves and holds harmless the City from and against any and all claims, demands, counterclaims, damages, disbursements, losses, judgments, liabilities, penalties, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including reasonable attorney's fees and expenses actually incurred) which accrue against or are incurred by the City and which arise from or out of the City's performance of the duties and responsibilities set forth in this Agreement.

1. Releases and Indemnification for AHA Acts and Omissions: AHA hereby releases and shall indemnify, defend, and hold harmless the City, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of AHA, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

2. Negligence and Waiver: AHA's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. AHA specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. AHA further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. The Indemnification and Hold Harmless provisions of this Section 4.05 shall survive any termination or expiration of this Agreement.

4.06 Insurance: The following insurance requirements must be met by every contractor or consultant hired by AHA and the City that performs work related to this Agreement. Compliance is required by all contractors or consultants of any tier. Insurance requirements are based on information received as of the date of this Agreement. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.



1. AHA shall not allow its contractors or consultants to commence any work of any kind pursuant to this Agreement until all insurance requirements contained in this Agreement have been complied with.

2. Contractors/Consultants shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each employee who is or may be engaged in work under this Agreement:

- a. Bodily Injury by Accident/Disease: \$100,000 each accident
- b. Bodily Injury by Accident/Disease: \$100,000 each employee
- c. Bodily Injury by Accident/Disease: \$500,000 policy limit

3. Contractors/Consultants shall procure and maintain Commercial General Liability Insurance in an amount not less than \$2,000,000 Bodily Injury and Property Damage combined single limit.

4. Contractor/Consultant shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage must be provided: owned, hired, leased and non-owned vehicles to be covered. If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor's/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Agreement.

5. Contractor/Consultant shall procure and maintain during the life of this Agreement Professional Liability Insurance in an amount of \$1,000,000 per claim and annual aggregate. The policy shall fully address the Contractor/Consultant's professional services associated with the scope of work contained in this Agreement. The policy will include at least a three-year Extended Reporting Provision.

4.07 Applicable Law: Any and all disputes arising under this Agreement, which cannot be administratively resolved in good faith, shall be determined according to the laws of the State of Georgia and the ordinances of the City of Atlanta.

4.08 Independent Parties: Each party shall at all times be considered as independent and in no way as an agent or employee of the other party.

4.09 Entire Agreement: This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings relating to the topic of Environmental Reviews. The parties hereto acknowledge that they thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel that was necessary for each to form a full and complete understanding of all rights and obligations herein.

4.10 Non-Liability of Public Officials: No official, employee, or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses



of defense or be held personally liable under any term or provision of this Agreement as a result of such party's execution or attempted execution of this Agreement.

4.11 Waiver: Whenever under this Agreement either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times that either party may have waived such performance, requirement, or condition.

4.12 Signatures: The persons signing this Agreement on behalf of both parties represent and warrant that they have the requisite power and authority to enter into, execute, and deliver this Agreement and that this Agreement is a valid and legally binding obligation on and enforceable against both parties in accordance with its terms. This Agreement shall not become binding on the City and the City will incur no obligation or liability under this Agreement until it has been authorized by the Atlanta City Council, executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to AHA.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the City and AHA have executed this Agreement as of the date first written above.

CITY OF ATLANTA, GEORGIA
A Municipal Corporation of Georgia

Shirley Franklin
Mayor

**THE HOUSING AUTHORITY OF THE
CITY OF ATLANTA, GEORGIA**

Renée Lewis Glover
President & Chief Executive Officer

Attest:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO SUBSTANCE:

Chief Financial Officer



Exhibit A

1. Advance of Funds

With respect to the “fees and expenses of experts, consultants, and outside services retained by the City” identified at Section 1.03-4(f) of the Agreement, the AHA, on an annual basis prior to the Initial Term and each of the Option Terms, will advance funds (the “Section 1.03-4(f) Advance”) to the City in the amount necessary to cover the costs estimated by AHA for the Section 1.03-4(f) fees and expenses. The Initial Term costs for the Section 1.03-4(f) fees and expenses are estimated to be \$30,000. After any costs are paid by the City from the Section 1.03-4(f) Advance, the City will report to AHA the balance of the Section 1.03-4(f) Advance. In the event the estimated amount of the Section 1.03-4(f) Advance will not be sufficient to cover the City’s actual expenses associated with the Section 1.03-4(f) fees and expenses, then the AHA will advance to the City such additional funds to cover the revised estimated Section 1.03-4(f) fees and expenses. In the event that there is an outstanding balance of the Section 1.03-4(f) Advance upon the end of the Initial Term or the Option Terms, then such balance will be taken into account in the Section 1.03-4(f) Advance for the next Option Term. At the end of Option Year 4, any unused Section 1.03-4(f) Advance shall be returned to AHA.

2. Reimbursement of Funds

With respect to the actual expenses incurred by the City which are identified at Section 1.03-4(a) through (e) and Section 1.03-4(g) through (h) of the Agreement (the “Section 1.03-4 Reimbursements”), the City will submit an invoice to the AHA for the reimbursement of such costs to the City. The City may submit invoices to AHA for the Section 1.03-4 Reimbursements on no more than a monthly basis. AHA will pay the invoices within 30 days of receipt from the City.

3. Section 1.03-4(f) Advance and Section 1.03-4 Reimbursements

The Section 1.03-4(f) Advance and Section 1.03-4 Reimbursements are estimated to be a total of \$90,000 annually.



CITY COUNCIL
ATLANTA, GEORGIA

07-~~A~~ -0770

**RESOLUTION
BY FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Housing Authority ("AHA") is authorized under Georgia law to utilize federal financial assistance for projects and activities for public housing development; and

WHEREAS, when the recipient of federal financial assistance is a public housing agency, the City of Atlanta ("City") is authorized to assume environmental review obligations as the non-recipient responsible entity; and

WHEREAS, in order for certain projects to move forward, AHA must have environmental reviews completed pursuant to regulations set forth by the U.S. Department of Housing and Urban Development ("HUD"), 24 C.F.R. Part 58; and

WHEREAS, to expedite project development, AHA has asked the City to act as the non-recipient responsible entity for AHA projects that require environmental reviews; and

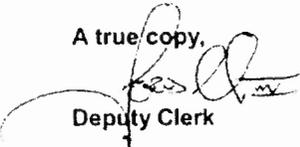
WHEREAS, AHA will reimburse the City for reasonable costs incurred in performing environmental reviews for any AHA projects and programs and will indemnify the City for risks associated with the City conducting these reviews.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to enter into an Intergovernmental Agreement ("IGA") with AHA to perform environmental reviews as required by HUD.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor, in substantial compliance with the terms set forth in the IGA attached as Exhibit "A."

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City and the City will incur no obligation nor 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 AHA.

A true copy,


Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

MAY 07, 2007
MAY 14, 2007

07-P -0770
 (Do Not Write Above This Line)

**A RESOLUTION
 BY FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

ADOPTED BY
 MAY 07 2007
COUNCIL

- CONSENT REFER
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- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

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First Reading

Committee _____
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 Chair _____
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Committee Finance/Executive
 Date 5-2-7
 Chair H. J. [Signature]
 Action Fav, Adv, Hold (see rev. side)
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 Members [Signatures]
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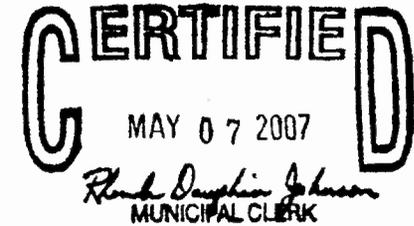
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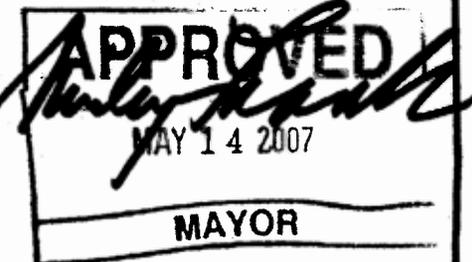
FINAL COUNCIL ACTION

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 Consent V Vote RC Vote

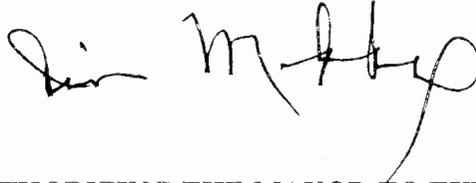
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MAYOR'S ACTION



A RESOLUTION BY



08-R -1537

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OPTION YEAR 1 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into an Intergovernmental Agreement ("IGA") (see attached Exhibit "A") with the Housing Authority of the City of Atlanta, Georgia ("AHA") to perform environmental reviews for AHA projects and activities which receive federal financial assistance as authorized by Resolution 07-R-0770 which was adopted by the Atlanta City Council on May 7, 2007 and approved by the Mayor on May 14, 2007; and

WHEREAS, the IGA was executed on August 15, 2007 and therefore, the initial term expires August 14, 2008; and

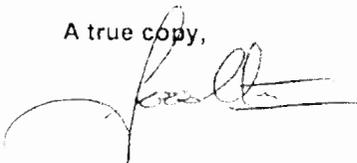
WHEREAS, the term of the IGA is for a period of one (1) year with an option by the City to extend the IGA for four (4) additional periods of one (1) year each by providing thirty (30) days written notice to AHA prior to expiration of the preceding term; and

WHEREAS, it is in the City's best interests to exercise Option Year 1 under the terms of the Agreement; and

WHEREAS, the term of this Option is for a period of one year, effective August 15, 2008 to August 14, 2009.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to take necessary and appropriate actions to enter into Option Year 1 of the IGA with AHA to perform environmental reviews as required by HUD.

A true copy,



Deputy Municipal Clerk

ADOPTED by the City Council
APPROVED by the Mayor

JUL 21, 2008
JUL 22, 2008



**A RESOLUTION BY
FINANCE EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OPTION YEAR TWO (2) OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into an Intergovernmental Agreement ("IGA") (SEE ATTACHED Exhibit "A") with the Housing Authority of the City of Atlanta, Georgia ("AHA") to perform environmental reviews for AHA projects and activities, which receive federal financial assistance as authorized by Resolution 07-R-0770 which was adopted by the Atlanta City Council on May 7, 2007 and approved by the Mayor on May 14, 2007; and

WHEREAS, the city entered into renewal Option Year One (1) contained in the IGA as authorized by Resolution 08-R-1537 which was adopted by the Atlanta City Council on July 21, 2008 and approved by the Mayor on July 22, 2008; and

WHEREAS, the original terms of the IGA provided for four (4) additional periods of one (1) year each by providing 30 days written notice to AHA prior to expiration of the preceding term; and

WHEREAS, notice has been prepared to indicate to the AHA desire to enter into Option Year Two (2) pursuant approval by the Atlanta City Council and Mayor;

WHEREAS, it is in the City's best interest to exercise Option Year 2 for a period of one year, effective August 15, 2009 to August 14, 2010;

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to take necessary and appropriate actions to enter into Option Year 2, of the IGA with AHA to perform environmental reviews as required by HUD.

A true copy,

Shonda Daughtry Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Shirley Franklin

JUL 20, 2009
JUL 28, 2009

09- R -1310
 (Do Not Write Above This Line)

A RESOLUTION BY
 FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE OPTION YEAR TWO (2) OF AN INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA, ("AHA") TO PERFORM ENVIRONMENTAL REVIEWS FOR AHA PROJECTS AND ACTIVITIES WHICH RECEIVE FEDERAL FINANCIAL ASSISTANCE; AND FOR OTHER PURPOSES.

ADOPTED BY
 JUL 2 0 2009
 COUNCIL

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

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee Finance Executive
 Date 7/15/09
 Chair H. Smith
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members Chair Miller
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED

JUL 2 0 2009

CERTIFIED
 JUL 2 0 2009
 Frank Douglas Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION
 APPROVED
 JUL 2 0 2009
 Andy L. Ladd
 MAYOR

RCS# 449
7/19/10
3:09 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

EXCEPT 10-O-1227

ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 4

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

CONSENT I

		07-19-10
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	
1. 10-O-0808	39. 10-R-1286	59. 10-R-1302
2. 10-O-1206	40. 10-R-1287	60. 10-R-1303
3. 10-O-1207	41. 10-R-1325	61. 10-R-1304
4. 10-O-1248	42. 10-R-1326	62. 10-R-1305
5. 10-O-1250	43. 10-R-1332	63. 10-R-1306
6. 10-O-1346	44. 10-R-1288	64. 10-R-1307
7. 10-O-0305	45. 10-R-1289	65. 10-R-1308
8. 10-O-1204	46. 10-R-1290	66. 10-R-1309
9. 10-O-1220	47. 10-R-1291	67. 10-R-1310
10. 10-O-1214	48. 10-R-1292	68. 10-R-1311
11. 10-O-1337	49. 10-R-1293	69. 10-R-1312
12. 10-O-1251	50. 10-R-1293	70. 10-R-1313
13. 10-R-1259	51. 10-R-1294	71. 10-R-1314
14. 10-R-1260	52. 10-R-1295	72. 10-R-1315
15. 10-R-1261	53. 10-R-1296	73. 10-R-1316
16. 10-R-1263	54. 10-R-1297	74. 10-R-1317
17. 10-R-1264	55. 10-R-1298	75. 10-R-1318
18. 10-R-1265	56. 10-R-1299	76. 10-R-1319
19. 10-R-1266	57. 10-R-1300	77. 10-R-1320
20. 10-R-1267	58. 10-R-1301	78. 10-R-1321
21. 10-R-1268		79. 10-R-1322
22. 10-R-1269		80. 10-R-1323
23. 10-R-1270		81. 10-R-1324
24. 10-R-1271		
25. 10-R-1280		
26. 10-R-1281		
27. 10-R-1282		
28. 10-R-1283		
29. 10-R-1331		
30. 10-R-1273		
31. 10-R-1344		
32. 10-R-1274		
33. 10-R-1275		
34. 10-R-1336		
35. 10-R-1277		
36. 10-R-1278		
37. 10-R-1284		
38. 10-R-1285		