

**A RESOLUTION BY FINANCE/ EXECUTIVE COMMITTEE 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.**

**Review List:**

Charlene Parker	Completed	08/20/2013 11:17 AM
Jim Beard	Completed	08/20/2013 4:20 PM
Mayor's Office	Completed	08/20/2013 5:06 PM
Office of Research and Policy Analysis	Completed	08/21/2013 9:37 AM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

**A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION BY FINANCE/ EXECUTIVE COMMITTEE 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 Housing Authority of the City of Atlanta, Georgia (“AHA”) is authorized under Georgia law to use 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.

WHEREAS, the City and AHA previously entered into a similar Intergovernmental Agreement with AHA to perform environmental reviews for AHA projects and activities which receive federal financial assistance, pursuant to Resolution No. 07-R-0770; and

WHEREAS, it is in the City’s best interest to continue to perform environmental reviews for AHA projects and activities which receive federal financial assistance as required by HUD.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to enter into an Intergovernmental Agreement with AHA to perform environmental reviews as required by HUD in substantial compliance with the terms set forth in the Intergovernmental Agreement attached as Exhibit A.

BE IT FURTHER RESOLVED, the term of the Intergovernmental Agreement shall be for one (1) year with four (4) one (1) year renewal options to be exercised at the City's sole discretion by providing thirty (30) days written notice to AHA prior to expiration of the preceding term; and

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Intergovernmental Agreement for execution by the Mayor, or his authorized designee.

BE IT FINALLY RESOLVED, that the Intergovernmental 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.

WHEREAS, the Housing Authority of the City of Atlanta, Georgia (“AHA”) is authorized under Georgia law to use 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.

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WHEREAS, it is in the City’s best interest to continue to perform environmental reviews for AHA projects and activities which receive federal financial assistance as required by HUD.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to enter into an Intergovernmental Agreement with AHA to perform environmental reviews as required by HUD in substantial compliance with the terms set forth in the Intergovernmental Agreement attached as Exhibit A.

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BE IT FINALLY RESOLVED, that the Intergovernmental 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.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: Chief of Staff

Dept.'s Legislative Liaison: Charlene Parker

Contact Number: (404) 330-6616

Originating Department: Department of Finance

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: August 6, 2013

Anticipated Committee Meeting Date(s): August 28, 2013

Anticipated Full Council Date: September 3, 2013

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: \_\_\_\_\_

Chief Information Officer Signature: \_\_\_\_\_

CAPTION

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.

FINANCIAL IMPACT (if any):

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 2/5 8/6/13 Reviewed by: [Signature]  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

**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.**

**WHEREAS**, the Housing Authority of the City of Atlanta, Georgia (“AHA”) is authorized under Georgia law to use 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.

**WHEREAS**, the City and AHA previously entered into a similar Intergovernmental Agreement with AHA to perform environmental reviews for AHA projects and activities which receive federal financial assistance, pursuant to Resolution No. 07-R-0770; and

**WHEREAS**, it is in the City’s best interest to continue to perform environmental reviews for AHA projects and activities which receive federal financial assistance as required by HUD.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor, or his authorized designee, is authorized to enter into an Intergovernmental Agreement with AHA to perform environmental reviews as required by HUD in substantial compliance with the terms set forth in the Intergovernmental Agreement attached as Exhibit A.

**BE IT FURTHER RESOLVED**, the term of the Intergovernmental Agreement shall be for one (1) year with four (4) one (1) year renewal options to be exercised at the City’s

sole discretion by providing thirty (30) days written notice to AHA prior to expiration of the preceding term; and

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Intergovernmental Agreement for execution by the Mayor, or his authorized designee.

**BE IT FINALLY RESOLVED**, that the Intergovernmental 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.

Exhibit A  
Intergovernmental Agreement

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

**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 \_\_\_\_ day of \_\_\_\_\_, 2013 (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 actual 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 report or investigation or study which, in the City’s opinion,

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

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, where applicable, 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 from AHA to the City shall be in writing and shall be mailed by ordinary mail, postage prepaid to:

Kasim Reed, Mayor  
City of Atlanta  
55 Trinity Avenue, SW  
Atlanta, Georgia 30335

With a copy delivered to:

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

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

Marc P. Goncher, Chief Counsel  
City of Atlanta, Department of Law  
City Hall Tower, Suite 4100  
Atlanta, Georgia 30303

Any notices from the City to AHA shall be in writing and shall be mailed by ordinary mail, postage prepaid to:

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

**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/or 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, officer, director, employee, or agent of either party shall be charged personally by the other or by an assignee or subcontractor of either party with any liability or expenses of defense or be held personally liable under any term or

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

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 the other party's performance in any respect or waives a requirement or condition of the other 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. No waiver shall be effective unless it is made in a written notice, delivered by either party to the other in accordance with the terms of this Agreement.

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]

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

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

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

\_\_\_\_\_  
Kasim Reed  
Mayor

\_\_\_\_\_  
Renée Lewis Glover  
President & Chief Executive Officer

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Chief Financial Officer

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

## 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 not exceed \$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 4 Reimbursements

The Section 1.03-4(f) Advance and Section 4 Reimbursements are estimated to not exceed a total of \$90,000 annually.

### LEGISLATIVE COUNSEL REQUEST FOR LEGISLATION

**For Legislative Counsel Use Only**

\_\_\_\_\_ Date Received \_\_\_\_\_ Complete \_\_\_\_\_ Incomplete (Date returned: \_\_\_\_\_ )

\_\_\_\_\_ Date of Department Consultation \_\_\_\_\_ Date of Finance Department Consultation

Commissioner Notified:  Yes  No If No, Why? \_\_\_\_\_

Legislation Required \_\_\_\_\_ Yes \_\_\_\_\_ No      Legislation Type \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance

Amends the Code \_\_\_\_\_ Yes \_\_\_\_\_ No      Blueback Prepared \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Signature \_\_\_\_\_

Council Members Only:  
 Authority to speak to Subject Matter Attorney \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Authority to speak to Department \_\_\_\_\_ Yes \_\_\_\_\_ No

Date Submitted: August 1, 2013

Department Submitting Request: Finance Department

Person Submitting Request: M. Patrick McShane Extension: 6543

Bureau/Division Manager: Lee Hannah Extension: 6632

Requesting preliminary meeting with Legislative Counsel Attorney?  Yes  No

Subject Matter of the Meeting N/A

Cycle Number/Requested Full Council Date (not earlier than 4 weeks from date of submission):  
Cycle 15, September 3, 2013

If this must be submitted to Council in fewer than 4 weeks explain why. Please identify consequences if legislation is not submitted for requested cycle. Also, if applicable, please state why the Legislative Request Form was submitted after the Cycle deadline. All non-conforming requests must have Commissioner Approval.

Attachment: AHA INTERGOVERNMENTAL AGREEMENT-8-20-13 (13-R-3422 : AHA INTERGOVERNMENTAL AGREEMENT)

**LEGISLATIVE COUNSEL  
REQUEST FOR LEGISLATION**

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**Part I: Legislative Request Form:**

**Instructions:** Please answer all questions fully before submitting. Attach additional pages if necessary. All requests for legislation must have approval of a manager prior to submission. All incomplete requests will be returned. Send request via electronic mail to Legislative Counsel. No hard copies will be accepted. Please refer to attached deadlines for the relevant Chief of Staff submission guidelines.

**1. Legislation Name/Project Name:**

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.

**2. What is the purpose of this legislation? (check one)**

- Accept a grant or donation [If so, is a matching grant required?]  Yes  No
- Amend budget
- Amend Code of Ordinances
- Amend Contract
- Anticipate funds
- Appropriate funds
- Apply for a grant or donation
- Authorize/renew Contract
- Fines/penalties
- Human Resources related
- Make a purchase
- New project
- Procuring goods
- Procuring services
- Other, please explain

- If this legislation is to award/amend/renew a contract, please provide the following:  
Expiration date of contract: 12 months from date of execution  
Contract Term (months/yr): 1 year with four (4) one (1) year renewal options

**3. Can the purpose of this legislative request be accomplished administratively?**

- Yes  No  I Don't Know

**4. Please explain and estimate any financial impact on the City or your Department.**

Atlanta Housing Authority (AHA) will reimburse the City for reasonable costs incurred in performing environmental review for any AHA projects and programs.

***Please remember to contact Human Resources if this request involves personnel changes (ex. Reclassification, New Hires, Termination, etc.***

**LEGISLATIVE COUNSEL  
REQUEST FOR LEGISLATION**

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5. If there has been previous or similar legislation, please describe and cite the relevant legislation (e.g., 04-R-0001).

**07-R-0770:** A Resolution by Finance/Executive Committee authorizing the Mayor to enter into an Intergovernmental Agreement with the Atlanta Housing Authority (AHA) to perform environmental reviews for AHA projects and activities which receive federal assistance; and for other purposes.

Is this a computer/technology purchase?  Yes  No

If so, please forward ISR (Information System Hardware/Software Request) along with a copy of this Legislative Request Form via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Please forward any additional pertinent or supporting documents (e.g. contracts, exhibits, requisitions, copies of any old ordinances/resolutions pertaining to this issue, etc.) along with a copy of this Legislative Request Form and legislative white paper via e-mail to the designated Legislative Counsel attorney for your department.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** Finance Executive Committee

**Caption:** 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.

**Council Meeting Date:** September 3, 2013

**Requesting Dept.:** Department of Finance

**FAC Confirmed by:**

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The purpose of the legislation is to authorize the Mayor to enter into an Intergovernmental Agreement with the Housing Authority of the City of Atlanta ("AHA") to perform environmental reviews for AHA projects and activities which receive federal financial assistance

**2. Please provide background information regarding this legislation.**

The Housing Authority of the City of Atlanta ("AHA") is authorized under Georgia law to use federal financial assistance for projects and activities for public housing development. 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. 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. To expedite project development, AHA has asked the City to act as the non-recipient responsible entity for AHA projects that require environmental reviews. 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. It is in the City's best interest to continue to perform environmental reviews for AHA projects and activities which receive federal financial assistance as required by HUD.

**3. If Applicable/Known: N/A**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Intergovernmental Agreement

- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** One (1) year with four (4) one (1) year renewal options.

4. **Fund Account Center** (*Ex. Name and number*): N/A

5. **Source of Funds:** N/A

6. **Fiscal Impact:** N/A

7. **Method of Cost Recovery:** N/A

**This Legislative Request Form Was Prepared By:** Patrick McShane, Assistant City Attorney

**FIRST READING**

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

**FINAL COUNCIL ACTION**

2<sup>nd</sup>     1<sup>st</sup> & 2<sup>nd</sup>     3<sup>rd</sup>

**Readings**

Consent     V Vote     RC Vote

**A RESOLUTION BY FINANCE/ EXECUTIVE COMMITTEE**

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_

**CERTIFIED**

**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.**

**Action**  
 Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_

**Action**  
 Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_

Members \_\_\_\_\_

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 \_\_\_\_\_

- CONSENT REFER**
- REGULAR REPORT REFER**
- ADVERTISE & REFER**
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER**
- PERSONAL PAPER REFER**

Date Referred: \_\_\_\_\_

Referred To: \_\_\_\_\_

Date Referred: \_\_\_\_\_

Referred To: \_\_\_\_\_

Date Referred: \_\_\_\_\_

Referred To: \_\_\_\_\_

**MAYOR'S ACTION**