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3927

14-O-1141

(Do Not Write Above This Line)

14-O-1141

Natalyn Archibong

AN ORDINANCE
BY COUNCILMEMBER
NATALYN ARCHIBONG

AN ORDINANCE TO AUTHORIZE THE CONTRIBUTION FROM THE DISTRICT 5 COUNCILMEMBER CARRY FORWARD IN NON-DEPARTMENTAL RESERVES ACCOUNT IN AN AMOUNT NOT TO EXCEED $5,000.00 TO THE NEIGHBOR IN NEED PROGRAM; AND FOR OTHER PURPOSES.

substitute

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

Date Referred 3/3/14

Referred To: Finance/Exec

Date Referred

Referred To:

Date Referred

Referred To:

ELMS subst Confirmed

First Reading

Committee
Date
Chair
Referred To

Committee	Committee
Fin / Exec	
Date 3-12-14	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other on substitute	Other
Members	Members
Carla Smith	
Felicia A. Moore	
Andrea	
Natalyn Archibong	
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
ADOPTED BY	
MAR 17 2014	
COUNCIL	
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd Readings

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

MAR 17 2014

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

MAR 17 2014

Rhonda Dauphin Johnson
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

MAR 26 2014

WITHOUT SIGNATURE
BY OPERATION OF LAW

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE
BY COUNCILMEMBER NATALYN ARCHIBONG **14-O-1141**

AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE NEIGHBOR IN NEED PROGRAM AND THE CONTRIBUTION FROM THE DISTRICT 5 COUNCILMEMBER CARRY FORWARD IN NON-DEPARTMENTAL RESERVES ACCOUNT IN AN AMOUNT NOT TO EXCEED $5,000.00 TO THE NEIGHBOR IN NEED PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS; the District 5 Council Member has supported certain community based activities in the Atlanta community; and

WHEREAS; the Neighbor In Need Program is a volunteer run program that does free home repairs to help low income elderly residents living in the communities of East Lake, Kirkwood and Edgewood, East Atlanta and Decatur's Oakhurst; and

WHEREAS; the District 5 Council Member desires to contribute $5,000.00 to the Neighbor In Need Program to be paid from Non-Department Reserves Account 1001 (General Fund) 200101(NDP Reservation of Funds) 5790001(Contingency Fund-unrestricted) 1512000(Accounting) Council Member 5.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA, as follows:

SECTION 1: The Chief Financial Officer is hereby authorized to make a contribution to the Neighbor In Need in the amount of $5,000.00.

SECTION 2: That the Mayor is hereby authorized to execute the appropriate agreement between the City and the Neighbor In Need Program. (See Exhibit A attached)

SECTION 3: That contribution will be charged to and paid from the Non-Department Reserves Account 1001 (General Fund) 200101(NDP Reservation of Funds) 5790001(Contingency Fund-unrestricted) 1512000(Accounting) Council Member 5.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith, are hereby repealed for purposes of the ordinance only, and only to the extent of the conflict.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council MAR 17, 2014
APPROVED as per City Charter Section 2-403 MAR 26, 2014

SERVICE AGREEMENT
BETWEEN THE CITY OF ATLANTA AND NEIGHBOR IN NEED, INC.

THIS SERVICE AGREEMENT is entered into as of the __ day of March, 2014, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the "City"), and NEIGHBOR IN NEED, INC., a Georgia non-profit corporation ("NIN"), for the purpose of transferring Five Thousand Dollars ($5,000.00) from the District 5 Councilmember Expense Account to NIN, to fund emergency home repairs for low income, elderly homeowners living in the East Lake, Kirkwood and Edgewood neighborhoods of the City.

BACKGROUND:

WHEREAS, NIN provides emergency home repairs to low income, elderly homeowners residing in the East Lake, Kirkwood and Edgewood neighborhoods; and

WHEREAS, many elderly homeowners prefer to age in place in their own homes; and

WHEREAS, it can be difficult for elderly homeowners on fixed incomes to maintain their properties; and

WHEREAS, NIN benefits the city by preventing those properties from becoming dilapidated; and

WHEREAS, Ordinance 14-O-1141 (the "Ordinance") adopted by the Atlanta City Council on March 17, 2014 and approved pursuant to Section 2-403 of the City Charter on March __, 2014, authorized the transfer of funds from the District 5 Councilmember Expense Account to NIN, for the betterment of Council District 5; and

WHEREAS, the Ordinance further authorized the execution of Service Agreements with NIN to receive funds from the District 5 Councilmember Expense Account; and

WHEREAS, pursuant to the Ordinance, NIN has been authorized to receive $5,000.00 from the District 5 Councilmember Expense Account to fund emergency home repairs for low income, elderly homeowners residing in District 5; and

WHEREAS, the City and NIN wish to memorialize the terms for the transfer of the funds in the form of a Service Agreement.

ACCORDINGLY, the parties agree as follows:

1. General Agreements: The following represents the basic responsibilities of the City and NIN regarding the transfer of funds:

a. NIN shall receive funds in the amount of Five Thousand Dollars ($5,000.00) to be transferred from the District 5 Councilmember Expense Account. NIN shall appropriate the funds for the specific purpose of providing emergency home repairs including but not limited to heating and air conditioning repair, plumbing, roofing, weatherproofing and light carpentry services for low income, elderly homeowners living in the East Lake, Kirkwood and Edgewood neighborhoods of the City. In the event that the funds are not used for the above-mentioned purpose, said funds shall be returned to

the District 5 Councilmember for deposit into the District 5 Councilmember Expense Account. No more than 10% of the funds shall be used for administrative costs associated with the operation of NIN.

2. Governing Law: This Service Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

3. Liability: NIN agrees to indemnify the City, its officers, agents and employees from and against any and all suits, actions, proceedings, claims, damages, demands, liabilities, interests, attorney's fees, costs, and expenses of whatsoever kind or nature arising out of or relating to the operations of and services provided by NIN.

4. Notices: All notices, demands and requests required under this Service Agreement 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: Deputy Chief Operating Officer
(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 NIN:
Neighbor In Need, Inc.
2735 Tupelo St SE
Atlanta, GA 30317
Attention: President
(404) _____ Fax

With a copy to:
Councilmember Natalyn Archibong
55 Trinity Avenue, S.W.
Atlanta, Georgia 30303
(404) _____ Fax

b. Delivery: All notices given by either party to the other under this Service Agreement 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.

5. Entire Agreement. This Service Agreement 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 Service Agreement, will be of any force or effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF ATLANTA, GEORGIA

By:_____
Mayor, City of Atlanta

NEIGHBOR IN NEED, INC.

By:_____
President

RCS# 180
3/17/14
4:19 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I: EXCEPT
14-0-1114;1135; 1136
ADOPT

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

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

CONSENT I

RCS# 181
3/17/14
4:21 PM

Atlanta City Council

CONSENT I

14-0-1114;1135; 1136
ADOPT

YEAS:	9
NAYS:	2
ABSTENTIONS:	0
NOT VOTING:	4
EXCUSED:	0
ABSENT	1

Y Smith	Y Archibong	N Moore	Y Bond
NV Hall	N Wan	Y Martin	NV Norwood
Y Young	Y Shook	B Bottoms	Y Dickens
NV Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		03-17-14
ITEMS ADOPTED ON CONSENT	**ITEMS ADVERSED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 14-O-1119	34. 14-R-3298	
2. 14-O-1120	35. 14-R-3299	
3. 14-O-1140	36. 14-R-3300	
4. 14-O-1141	37. 14-R-3301	
5. 14-O-1142	38. 14-R-3302	
6. 14-O-1143	39. 14-R-3303	
7. 14-O-1144	40. 14-R-3304	
8. 14-O-1145	41. 14-R-3305	
9. 14-O-1146	42. 14-R-3306	
10. 14-O-1147	43. 14-R-3307	
11. 14-O-1121	44. 14-R-3308	
12. 14-O-1122	45. 14-R-3309	
13. 14-O-1123	46. 14-R-3310	
14. 14-O-1124	47. 14-R-3311	
15. 14-O-1131	48. 14-R-3312	
16. 14-R-3314	49. 14-R-3313	
17. 14-R-3315		
18. 14-R-3316		
19. 14-R-3317		
20. 14-R-3289		
21. 14-R-3290		
22. 14-R-3291		
23. 14-R-3285		
24. 14-R-3286		
25. 14-R-3287		
26. 14-R-3288		
27. 14-R-3318		
28. 14-R-3292		
29. 14-R-3293		
30. 14-R-3294		
31. 14-R-3295		
32. 14-R-3296		
33. 14-R-3297		