

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANDY SPRINGS AND THE HOUSING AUTHORITY OF FULTON COUNTY FOR THE PURPOSES OF ASSISTING THE HOUSING AUTHORITY WITH ANNUAL ENVIRONMENTAL REVIEW REQUIREMENTS

WHEREAS, the Housing Authority of Fulton County receives annual capital improvement funds from the U.S. Department of Housing and Urban Development (HUD) to maintain two properties owned and operated by the Housing Authority located within the incorporated boundaries of the City of Sandy Springs; and

WHEREAS, these properties are the 100-unit, Allen Road Mid-rise community, located at 144 Allen Road and the 9-unit, Belle Isle Apartments, located at 151 W. Belle Isle Road; and

WHEREAS, prior to the initiation of capital improvements with annual HUD funds, the Housing Authority must ensure that its activities meet all environmental review requirements as published in the federal regulations at 24 CFR Part 58; and

WHEREAS, as specified in 24 CFR Part 58.4(a), a unit of local government may assume responsibility for the environmental review, decision-making and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) of 1969 and other provisions of the law that further the purposes of NEPA, as specified at 24 CFR Part 58.5; and

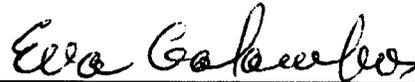
WHEREAS, the City of Sandy Springs desires to execute a Memorandum of Understanding (MOU) for the purposes of assisting the Housing Authority with meeting its environmental review requirements as the designated Responsible Entity defined by 24 CFR Part 58.2(a)(7)(ii)(B), and subject to the conditions described in the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, AND IT IS RESOLVED BY THE AUTHORITY OF SAID CITY COUNCIL.

By passage of this resolution, the City of Sandy Springs Mayor and City Council authorizes the execution of aforesaid Memorandum of Understanding with the Housing Authority of Fulton County.

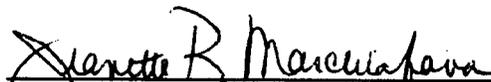
RESOLVED this 15th day of August, 2006.

Approved:



Eva Galambos, Mayor

Attest:


Jeanette R. Marchiafava, City Clerk

(Seal)



Memorandum of Understanding

City of Sandy Springs
Housing Authority of Fulton County

August 15, 2006

Sandy Springs City Hall
7840 Roswell Road, Bldg. 500
Sandy Springs, GA 30350
770.730.5600
www.sandyspringsga.org



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2006, between the City of Sandy Springs ("City"), a political subdivision of the State of Georgia, and the Housing Authority of Fulton County ("Housing Authority"), a State chartered public authority operating pursuant to the Georgia Housing Authorities law.

WHEREAS, the Housing Authority is the public authority designated by the State of Georgia and Fulton County to help fill the need for decent, safe, sanitary and affordable housing in unincorporated Fulton County;

WHEREAS, the Housing Authority is hereby recognized by the Sandy Springs City Council as the owner of two (2) properties located within the incorporated boundaries of the City of Sandy Springs: the Allen Road Mid-rise, a 100-unit facility located at 144 Allen Road, Sandy Springs, GA, 30328; and the Belle Isle Apartments, a 9-unit assisted property, located at 151 W. Belle Isle Road, Sandy Springs, GA 30328;

WHEREAS, the Housing Authority receives an annual allocation of capital funds from the U.S. Department of Housing and Urban Development (HUD) for renovations and improvements to its housing communities located within Sandy Springs;

WHEREAS, HUD requires that as a condition of using annual capital funds, the Housing Authority must comply with environmental review regulations, laws and authorities as published at 24 CFR Part 58-Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities;

WHEREAS, the Housing Authority has requested that the City accept Responsible Entity status, as defined at §58.2(a)(7)(ii)(B), for the purposes of assisting the Housing Authority with meeting its annual environmental review responsibilities for the above properties as published at 24 CFR Part 58;

WHEREAS, as the Responsible Entity, the City certifies that in reference to the program activity(ies) and project(s) undertaken by the Housing Authority:

1. The City will fully carry out its responsibilities for environmental review, decision-making and action pertaining to these respective program activity(ies) and project(s); and
2. The City has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and

statutory obligations of the laws cited in 24 CFR Part 58.5, and also agrees to comply with the authorities in 24 CFR Part 58.6 and the applicable State and local laws; and

3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed program activity(ies) and project(s), the City will make a determination as to whether any of these shall require the preparation and dissemination of an environmental impact statement; and
4. The City has disseminated and/or published in the manner prescribed by 24 CFR Part 58.43 and 58.55, when required, a notice to the public in accordance with 24 CFR part 58.70 and as evidenced by copy or evidence of posting and mailing procedures maintained in the Environmental Review Record (ERR) file for each program activity(ies) and project(s); and
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58; and
6. In accordance with 24 CFR Part 58.71(b), the City will advise the Housing Authority of any special environmental conditions that must be adhered to in carrying out the program activity(ies) and project(s); and
7. The Mayor, as the duly authorized certifying official of the Responsible Entity, certifies that:
 - a. She/He is authorized to and does consent to assume the status of the Federal official under the National Environmental Policy Act of 1969 and that each provision of law designated in the 24 CFR Part 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity; and
 - b. She/He is authorized to and does accept, on behalf of the Housing Authority, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in her/his capacity as certifying officer of the Responsible Entity.

WHEREAS, all administrative costs, including staff expenses required for the completion of the environmental review, shall be borne by the City, acting as Responsible Entity, on the Housing Authority's behalf;

WHEREAS, any environmental review for Housing Authority program activity(ies) or project(s) that are not declared Exempt or Categorically Excluded, and require an Environmental Assessment or Environmental Impact Study, these costs shall be borne by the City but reimbursed by the Housing Authority.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the City and the Housing Authority do hereby agree as follows:

1. Recitals

- a. The recitals of all Federal regulations, laws and authorities set forth above are incorporated herein by reference as if fully set forth and made part hereof.

2. Performance

- a. The environmental review shall be conducted by the City in accordance with all HUD regulations. Procedures for the execution of the environmental review shall be determined by and at the sole discretion of the City. Questions concerning the development and execution of the environmental review shall be directed to the City. All HUD forms evidencing completion of the review shall be signed by the City and the Housing Authority, when required, and submitted to HUD.

3. Nonperformance and Termination for Convenience

- a. Termination of this Agreement for nonperformance or convenience shall occur through a 30-day written notice developed by the terminating party and delivered via certified mail to the non-terminating party.

4. Term

- a. This Agreement shall continue until at such time it is terminated by either party.

5. Housing Authority Information

- a. The Housing Authority shall provide the City with any and all available information pertaining to its annual capital budgets, project descriptions and any other necessary information required

by the City, acting in its capacity as Responsible Entity, to complete the environmental review on the Housing Authority's behalf. The City shall provide reasonable notice of the need for information and shall expect a timely response to each request submitted to the Housing Authority.

6. Waiver of Liability

- a. The City and Housing Authority hereby mutually waive any rights, claims and causes of action that may be generated with respect to the execution the City's environmental review responsibilities as the designated Responsible Entity. Furthermore, no official, employee or agent of either party shall be charged personally by the other party or by an assignee or subcontractor with any liability or expenses of defense or be personally liable under any term or provision of this Agreement, or due to any breach thereof.

7. Entire Agreement

- a. This Agreement constitutes the entire agreement between the City and the Housing Authority with respect to the performance of the City's responsibilities acting as the Responsible Entity, and no warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

8. Amendment

- a. No changes or modifications of this Agreement shall be made without the mutual consent of the City and the Housing Authority.

9. Compliance with Laws

- a. The City and the Housing Authority shall at all times observe and comply with all applicable relevant laws, authorities, ordinances, rules and executive orders of the Federal, State and local government now existing or hereinafter in effect.

10. Mutual Involvement

- a. This Agreement relates only to the City's performance as Responsible Entity for the purposes of meeting federal regulations 24 CFR Part 58 on behalf of the Housing Authority.

11. Notices

- a. Any notices to be provided to the City shall be mailed first-class, postage prepaid to:

Eva Galambos
Mayor
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

With copies to:

John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

Nancy Leathers, AICP
Director
Community Development Department
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

- b. Any notices to be provided to the Housing Authority shall be mailed first-class, postage prepaid to:

Jonathan Jones
Executive Director
Housing Authority of Fulton County
10 Park Place South, SE, Suite 550
Atlanta, GA 30303

With copy to:

Barbara Duffy
Board Chair-HAFC Board of Directors
Housing Authority of Fulton County
10 Park Place South, SE, Suite 550
Atlanta, GA 30303

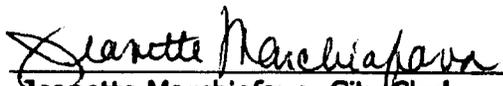
IN WITNESS WHEREOF, the City and the Housing Authority have executed this Agreement as of the date first written above and under the laws of the State of Georgia.

Approved:



Eva Galambos, Mayor

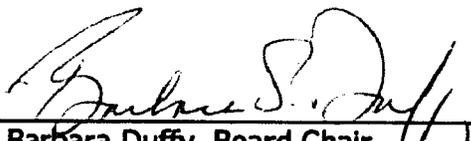
Attest:



Jeanette Marchiafava, City Clerk

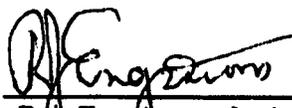
Seal

Approved:



Barbara Duffy, Board Chair

Attest:



Bob Engstrom, Asst. Secretary