

BOC Meeting Date  
9/16/2020**Requesting Agency**

Real Estate and Asset Management

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution approving a Memorandum of Understanding between Fulton County, Georgia and the Atlanta Development Authority D/B/A Invest Atlanta, by and through its designated special agent, Atlanta Beltline, Inc., for the payment of compensation for the removal of trees at the Government Center; authorizing the Chairman to execute the Memorandum of Understanding; authorizing the County Attorney to approve the Memorandum of Understanding as to form and to make modifications thereof to protect the County's interest. Funding is in the amount of \$27,600.

**Requirement for Board Action** According to O.C.G.A. § 36-1-19., a county is authorized to make grants or contributions to any corporation, association, institution, or individual for purely charitable purposes in the form of a contract for services.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes Open and Responsible Government

**Is this a purchasing item?**

No

**Summary & Background***(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Planned improvements for the water feature at the Fulton County Government Center required removal of 138 caliper inches of specimen trees within the immediate area. The City of Atlanta's Tree Ordinance, Sec. 158-28 states that "It is the policy of the City of Atlanta that there shall be no net loss of trees within the boundaries of the city resulting from construction." Although the County is not required to comply with provisions of the City of Atlanta's Tree Ordinance, the Department of Real Estate and Asset Management ("DREAM") believes that replanting an equivalent number of caliper inches of specimen trees is appropriate in this instance to preserve, protect and promote environmental health on public areas owned or controlled by the County.

The Atlanta Beltline Inc., a non-profit corporation engaged in a sustainable redevelopment project that will ultimately connect 45 in-town neighborhoods via a 22-mile loop of multi-use trails all based on railroad corridors that formerly encircled the City of Atlanta, has agreed to facilitate the County's tree recompense through one of its vendors – "Trees Atlanta", a nonprofit Georgia corporation that provides general maintenance and installation of landscaping.

**Agency Director Approval****County Manager's  
Approval****Typed Name and Title**Joseph N. Davis, Director, Department of Real Estate  
and Asset Management**Phone**

404-612-3772

**Signature****Date**

Approval of a Memorandum of Understanding, (MOU) between the Fulton County Board of Commissioners and the Atlanta Development Authority d/b/a Invest Atlanta by and through its designated special agent, Atlanta Beltline, Inc., is required to formalize responsibilities and conditions in which Atlanta Beltline, Inc. will coordinate with its vendor, Trees Atlanta.

In accordance with the terms of the MOU, Fulton County shall provide funding in the amount of Twenty-Seven Thousand Six Hundred and 00/100 Dollars (\$27,600.00) to Atlanta Beltline, Inc. Trees Atlanta will then plant 138 caliper inches of specimen trees on the BeltLine.

Community Impact: Approval of the MOU will confirm Fulton County's commitment to following those policies and practices that preserve, protect and promote environmental health on public areas owned or controlled by the County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the MOU between Fulton County, Georgia and the Atlanta Development Authority d/b/a Invest Atlanta by and through its designated special agent, Atlanta Beltline, Inc., regarding the payment of compensation to recompense for trees removed at the Government Center.

Project Implications: Protecting public trees from unnecessary removal, maintaining public trees in good health, and replacing public trees where necessary so that the community may continue to enjoy the many benefits associated with trees to include:

- reduce air and noise pollution
- save energy by shading and cooling
- furnish habitat for wildlife
- enhance aesthetics of a property

Community Issues/Concerns: None

Department Issues/Concerns: None.

History of BOC Agenda Item: None

<b>Contract &amp; Compliance Information</b>	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	
Joseph N. Davis, Director, Department of Real Estate and Asset Management	404-612-3772	

Revised 03/12/09 (Previous versions are obsolete)

**# 20-0635**

<b>Solicitation Information</b>	<b>NON-MFBE</b>	<b>MBE</b>	<b>FBE</b>	<b>TOTAL</b>
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> Funding line 533 520 5200 K015 Exterior /Atrium Government Center will be used for the payment of Twenty-Seven Thousand Six Hundred and 00/100 dollars (\$27,600.00) to Atlanta Beltline Inc. for the purchase and installation of replacement trees.				
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Exhibit 1: Resolution Exhibit 2: Memorandum of Understanding				
<b>Source of Additional Information</b> <i>(Type Name, Title, Agency and Phone)</i> Ellis G. Kirby, Deputy Chief Operating 404.612.5919				

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b> Joseph N. Davis, Director, Department of Real Estate and Asset Management	<b>Phone</b> 404-612-3772	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Continued

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .

**Description:.****FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: \$27,600.00	Amount: . %: .
TOTAL: .	Amount: . %: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

<b>Funding Line 1:</b> 533-520-5200-K015.	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Davis, Joseph	Date: 9/8/2020
X	County Attorney:	Stewart, Denva	Date: 9/8/2020
.	Purchasing/Contract Compliance:	.	Date: .
X	Finance/Budget Analyst/Grants Admin:	Jones, Monica	Date: 9/8/2020
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 9/9/2020

1 **A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN FULTON COUNTY, GEORGIA AND THE ATLANTA**  
3 **DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA, BY AND THROUGH**  
4 **ITS DESIGNATED SPECIAL AGENT, ATLANTA BELTLINE, INC., FOR THE**  
5 **PAYMENT OF COMPENSATION FOR THE REMOVAL OF TREES AT THE**  
6 **GOVERNMENT CENTER; AUTHORIZING THE CHAIRMAN TO EXECUTE**  
7 **THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNTY**  
8 **ATTORNEY TO APPROVE THE MEMORANDUM OF UNDERSTANDING AS**  
9 **TO FORM AND TO MAKE MODIFICATIONS THEREOF TO PROTECT THE**  
10 **COUNTY’S INTEREST; AND FOR OTHER PURPOSES.**

11 **WHEREAS,** Fulton County Georgia, is a political subdivision of the State  
12 of Georgia and committed to following practices that are environmentally  
13 responsible which preserve, protect and promote the health, safety and general  
14 welfare of the public by providing for the regulation of the planting, maintenance  
15 and removal of trees located on roadways, parks and public areas owned or  
16 controlled by the County; and

17 **WHEREAS,** it is a Fulton County initiative that All People Trust  
18 Government is Efficient, Effective and Fiscally Sound and manages its resources  
19 wisely and develops and follow policies that promote both efficient and effective  
20 practices in all areas to include environmental health; and

21 **WHEREAS,** in accordance with the City of Atlanta’s Tree Ordinance  
22 Section 158-28, it is the intent of the City of Atlanta that there shall be no net loss  
23 of trees within the municipal boundaries of the City of Atlanta resulting from on-  
24 site construction; and

25 **WHEREAS,** the Atlanta Beltline Inc., and Trees Atlanta, a nonprofit  
26 Georgia corporation that provides general maintenance and installation of  
27 landscaping, have entered into an agreement for the purpose formalizing terms  
28 in which Trees Atlanta will provide its services to Atlanta Beltline Inc.; and

1           **WHEREAS**, Fulton County removed approximately 138 caliper inches of  
2 trees from the Government Center Campus to complete the planned  
3 improvements to the on-site water feature and entry plaza; and

4           **WHEREAS**, Fulton County and Atlanta Beltline Inc. desire to execute a  
5 Memorandum of Understanding (“MOU”) wherein Fulton County will make a  
6 financial payment to Atlanta Beltline Inc. that will be used by Trees Atlanta for  
7 planting of replacement trees as contemplated by the City of Atlanta’s Tree  
8 Ordinance; and

9           **WHEREAS**, in accordance with the terms of agreement between Trees  
10 Atlanta and Atlanta Beltline Inc., subject to Fulton County’s payment of Twenty-  
11 Seven Thousand Six Hundred and 00/100 Dollars (\$27,600.00) to Atlanta  
12 Beltline Inc., Atlanta Beltline Inc., will coordinate through Trees Atlanta the  
13 planting of approximately 138 caliper inches of trees on or before March 31,  
14 2022; and

15           **WHEREAS**, Funding line 533 520 5200 K015 Exterior /Atrium  
16 Government Center will be used for the payment of Twenty-Seven Thousand Six  
17 Hundred and 00/100 dollars (\$27,600.00) to Atlanta Beltline Inc. to coordinate  
18 and complete Fulton County’s tree replacement; and

19           **WHEREAS**, the Atlanta Beltline Inc. and Fulton County have negotiated  
20 the MOU in substantially the form attached hereto as Exhibit “A.”

21           **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of  
22 Commissioners of Fulton County hereby approves the Memorandum of  
23 Understanding in substantially the form set forth in Exhibit “A”, attached hereto.

1           **BE IT FURTHER RESOLVED**, that the Chairman of the Board of  
2 Commissioners is authorizes to execute the Memorandum of Understanding,  
3 after approval of same by the County Attorney as to form and after making  
4 necessary modifications thereof to protect the interest of Fulton County.

5           **BE IT FINALLY RESOLVED**, that this Resolution shall become effective  
6 upon its adoption, and that all resolutions and parts of resolutions in conflict with  
7 this Resolution are hereby repealed to the extent of the conflict.

8  
9           **SO PASSED AND ADOPTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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12                                   **FULTON COUNTY BOARD OF**  
13                                   **COMMISSIONERS**

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18                                   \_\_\_\_\_  
19                                   Robert L. Pitts, Chairman

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21  
22                                   ATTEST:

23  
24                                   \_\_\_\_\_  
25                                   Tonya R. Grier  
26                                   Interim Clerk to the Commission

27  
28           APPROVED AS TO FORM:

29  
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31                                   \_\_\_\_\_  
32                                   Patrise Perkins-Hooker  
33                                   County Attorney  
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**MEMORANDUM OF UNDERSTANDING BETWEEN  
ATLANTA BELTLINE, INC.  
AND  
FULTON COUNTY, GEORGIA  
FOR THE RECOMPENSE OF REMOVED TREES**

This Memorandum of Understanding (“MOU”) is executed by Atlanta BeltLine, Inc., a Georgia nonprofit corporation (“ABI”), and Fulton County, a political subdivision of the State of Georgia (“the County”), and made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), to establish a collaborative relationship between ABI and the County (collectively, the “Parties” and each individually, a “Party”) for the purpose of providing for the recompense of removed trees.

**WHEREAS**, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (“City”) to act as its Redevelopment Agent with respect to the City of Atlanta Tax Allocation District Number Six – BeltLine (“BeltLine TAD”), where IA is responsible for executing the redevelopment activities with respect to the BeltLine TAD to the extent contemplated in the Atlanta BeltLine TAD Redevelopment Plan (“Redevelopment Plan”) adopted by the City Council of the City on November 7, 2005 pursuant to Ordinance 05-O-1733, as approved by the Mayor of the City on November 9, 2005, and as authorized in O.C.G.A. § 36-44-1, et seq.; and

**WHEREAS**, IA has organized ABI for the sole purpose of implementing the projects of the Redevelopment Plan by exercise of the powers of a “redevelopment agency” as defined in the Redevelopment Powers Law, and to otherwise administer, facilitate and assist in the effective and efficient development and/or redevelopment of the BeltLine TAD; and

**WHEREAS**, the Board of Directors of ABI has approved a Strategic Implementation Plan to guide the implementation of the BeltLine TAD through 2030 and which identifies the creation of parks and trails as key components of the implementation of the Atlanta BeltLine; and

**WHEREAS**, the County is a political subdivision of the State of Georgia that has contracted with JHC Corporation to remove trees for the purpose of exterior hardscape and landscape development at entry plaza of the Fulton County Government Center building located at 141 Pryor Street, SW, in Atlanta, Georgia; and

**WHEREAS**, as part of the redevelopment of the entry plaza of the Fulton County Government Center building the County has removed approximately 138 caliper inches of trees from property owned by it which is located within the County and the City; and

**WHEREAS**, in accordance with its tree recompense requirements, the City requires the trees, or equivalent caliper inches, to be replanted, and ABI, as the designated special agent for IA, owns or controls the land upon which the trees shall be replanted; and

**WHEREAS**, Trees Atlanta (“TA”) is a nonprofit corporation whose mission includes improving and beautifying public rights-of-way throughout the Atlanta area including a linear arboretum along the Atlanta BeltLine Corridor and within other parks and greenspaces being created as part of the Atlanta BeltLine program where requested; and

**WHEREAS**, on August 11, 2017, ABI entered into a memorandum of understanding (“TA MOU”) with TA for the general purpose of relying upon its expertise regarding planning, financing, and planting of trees along the Atlanta BeltLine, and in particular, determining where trees and plants along the Atlanta BeltLine should be located and which plant species are appropriate for specific site conditions; and

**WHEREAS**, to support the efforts of ABI in beautifying rights-of-way within the County for the benefit and safety of its citizens and in the public interest, the County agrees to donate toward the replanting trees within the City to replace those that the County has removed from its property; and

**WHEREAS**, in accordance with the TA MOU, and through the County’s donation to ABI, TA will perform/ facilitate the tree recompense of approximately 138 caliper inches of trees to replace the trees that the County removed from its property; and

**WHEREAS**, TA will plant all of the trees on or before March 31, 2022, and provide all related maintenance for a period of two years commencing on the date of planting, in addition to the following: warranty the survival of the planted trees; and will replace the planted trees that do not survive during this period at no additional cost; and

**WHEREAS**, the County and ABI wish to enter into a collaborative relationship under his MOU wherein the County will make a donation to ABI to be used by ABI to fund/facilitate TA’s planting of replacement trees along the Atlanta BeltLine and ensure that such trees are planted in accordance with the City’s recompense requirements and the implementation of the Atlanta BeltLine program.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants, and the agreements contained herein, the Parties to this MOU hereby agree as follows:

1. Purpose. The purpose of this MOU is to establish a working relationship between ABI and the County to facilitate a tree recompense for the trees removed by the County, and to facilitate the funding and completion of the recompense. The Parties agree to work together in good faith to accomplish this purpose.
2. The County’s Duties and Responsibilities. The County shall be responsible for the following activities:
  - a. Provide full funding not to exceed the amount set forth in Exhibit “B” to ABI for the recompense and replacement of the particular trees described in Exhibit “A,” said exhibits attached to this MOU and incorporated herein by this reference.

- b. Make one lump sum payment to ABI within thirty (30) days of the Effective Date of this MOU, in the amount not to exceed Twenty-Seven Thousand Six Hundred and 00/100 Dollars (\$27,600.00), as further described in the quote from TA, which is attached hereto as Exhibit "B."
3. ABI's Duties and Responsibilities. ABI shall be responsible for the following activities:
  - a. Accept payment from the County in the amount stated in Section 2(b) hereinabove.
  - b. Cooperating with TA to determine where the trees will be planted.
  - c. Make payment to TA of the funds received from the County without any deductions for administrative or other costs after receiving an approved invoice from TA for the performance of tree planting services. As part of ABI's approval process, the invoice submitted by TA must be reviewed and accepted by ABI's Chief Financial Officer and Landscape Architect.
  - d. Upon completion of the tree planting and disbursement of funds to TA, ABI shall provide written notice to the City's Arborist and to the County that the trees were planted.
  - e. ABI shall ensure that TA maintains the health of all replacement trees for a period of two years from the date of planting as required by Section 158-108 of the City of Atlanta Code of Ordinances (the "Tree Ordinance").
4. Collaboration and Cooperation. In support of the above purpose, ABI and the County agree to work together to provide for the recompense of the removed trees. Both Parties agree that ABI will only provide compensation to TA up to the amount stated in Exhibit "B". The County full funding liability under this MOU is the amount set forth in Exhibit "B".
5. Term of Memorandum. This MOU shall be in effect upon execution by the authorized representative of the party signing the MOU last ("Effective Date") and continue through May 31, 2022.
6. Termination. This MOU may be terminated at any time with the mutual agreement of the Parties. This MOU may be terminated by the County due to ABI's failure to pay the funds to TA for tree planting services as invoiced and where verified that services were rendered by TA. The County may also terminate this MOU where TA fails to perform the tree planting services, and the ABI is unable to have TA cure this failure to perform in a timely manner. Upon occurrence of termination for any of the reasons set forth in this part, ABI shall immediately refund all unspent funds to the County. In the event that either Party cancels or terminates this MOU, the County shall be responsible for costs incurred by ABI for services actually rendered through the date of cancellation or termination.
7. Notices. Any notices required to be provided under the terms of this MOU shall be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender), or the day after delivery by a nationally recognized next business day delivery service, or three (3) days after transmittal by first class

mail, postage and any other costs prepaid, to the address of the Party being given notice as set forth below or to such other address as a Party may furnish to the other in writing during the term of this MOU.

If to ABI: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attn: Kristen Mansfield, Landscape Architect  
Phone: (404) 477-3639  
Email: [kmansfield@atlbeltline.org](mailto:kmansfield@atlbeltline.org)

With a copy to: Atlanta BeltLine, Inc.  
100 Peachtree Street, Suite 2300  
Atlanta, Georgia 30303  
Attn: Michelle L. Thomas, Assistant General Counsel  
Phone: (404) 477-3545  
Email: [mthomas@atlbeltline.org](mailto:mthomas@atlbeltline.org)

If to the County: Fulton County Department of Real Estate & Asset Management  
141 Pryor Street, Suite G-119  
Atlanta, GA 30303  
Attn.: Joseph Davis, Director  
Phone: (404) 612-3772  
Email: [Joseph.Davis@fultoncountyga.gov](mailto:Joseph.Davis@fultoncountyga.gov)

With a copy to: Office of the Fulton County Attorney  
141 Pryor Street, SW  
Suite 4038  
Atlanta, GA 30303  
Attn.: Patrise Perkins-Hooker, County Attorney  
Phone: (404) 612-0235  
Email: [patrise.perkins-hooker@fultoncountyga.gov](mailto:patrise.perkins-hooker@fultoncountyga.gov)

If to Arborist: City of Atlanta Department of Parks and Recreation  
233 Peachtree Street NE, Suite 1700  
Atlanta, GA 30303  
Attn: Chris Kallio, Arborist

8. Guidelines. The County and ABI acknowledge and agree that each Party shall perform their respective responsibilities, duties and obligations in connection with the purpose of this MOU. The Parties shall be entitled to amend any operating guidelines from time to time as necessary to facilitate the purpose of this MOU as defined in Section 1 above.

9. Confidentiality. The Parties specifically acknowledge that the County is a political subdivision of the State of Georgia and that ABI is a quasi-governmental entity and that each is subject to certain open records laws which identify information that is subject to public disclosure and govern the limits of confidential designations. The Parties further specifically acknowledge that upon receipt of an Open Records Act request, a Party is legally required to produce all responsive information subject to certain enumerated categories of information not subject to production. The Parties understand that notwithstanding the designation of certain information subject to this MOU as “confidential,” each Party is bound by the provisions of applicable open records laws. Consequently, a Party is not required to obtain the other Party’s prior written consent when responding to a request for documents subject to a request for records pursuant to the Georgia Open Records Act, O.C.G.A §50-18-70, *et seq.*
10. No Agency. This MOU between the County and ABI is strictly a contractual independent contractor relationship and the Parties expressly state that there is and shall be no agency or partnership between or among the Parties pursuant to this arrangement. The Parties agree that this MOU does not constitute a contract for specific services associated with a particular project, and such contracts or agreements, if any, will be contained in separate documents.
11. No Third Party Beneficiaries. This MOU is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.
12. Amendments and Waivers. Any provision of this MOU may be amended or waived if such amendment or waiver is in writing and is signed by the Parties hereto. No course of dealing on the part of any Party to this MOU, nor any failure or delay by any Party to this MOU with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.
13. Applicable Law. This MOU is made under, construed in accordance with, and governed by the laws of the State of Georgia.
14. Use of Name. Neither Party shall use the other Party’s name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of such other Party, which consent may be withheld in the sole discretion of such other Party. This Section 12 shall be binding upon the Parties and shall survive the termination or expiration of this MOU.

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES  
CONTAINED ON NEXT PAGE.)**

**IN WITNESS WHEREOF**, the Parties hereto, being duly authorized, have duly executed and delivered this MOU as of the Effective Date.

**ATLANTA BELTLINE, INC.**  
a Georgia non-profit corporation

Attest: By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

By: \_\_\_\_\_  
Aasia Mustakeem, Assistant Secretary CORPORATE SEAL

Approved as to form:

By: \_\_\_\_\_  
Aasia Mustakeem  
Vice President and General Counsel

**FULTON COUNTY**

a political subdivision of the State of Georgia

By: \_\_\_\_\_

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest: \_\_\_\_\_

Tonya R. Grier  
Interim Clerk to the Commission

APPROVED AS TO FORM

By: \_\_\_\_\_

Patrise Perkins-Hooker  
County Attorney

P:\CAContracts\DREAM\8.26.20.Tree Recompense MOU with ABI.County comments (2).docx

**Exhibit A - Trees and Locations**

**(on next page)**



**Exhibit B – Trees Atlanta Quote**