



Fulton County Board of Commissioners

14-0798

Agenda Item Summary: Item #14-0798

MEETING DATE:
10-15-14

Requesting Agency
EAVES

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

APPROVAL

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

☐ Yes ☒ 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.)

14-0798

REQUEST APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN FULTON COUNTY AND THE REPUBLIC OF COTE D'IVOIRE. (EAVES)

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Source of Additional Information

(Type Name, Title, Agency and Phone)

**MEMORANDUM OF UNDERSTANDING
BETWEEN FULTON COUNTY AND THE REPUBLIC OF COTE D'IVOIRE**

This Memorandum of Understanding ("MOU") is made and entered into by Fulton County, Georgia, a political subdivision of the State of Georgia ("Fulton County") and The Republic of Cote d'Ivoire, represented by its Prime Minister, His Excellency Daniel Kablan Duncan.

WITNESSETH

WHEREAS, the Republic of Cote d'Ivoire is a nation located in West Africa; and

WHEREAS, taking into consideration the strong ties between the United States of America and The Republic of Cote d'Ivoire; and

WHEREAS, Fulton County wishes to explore cooperation with the Republic of Cote d'Ivoire; and

WHEREAS, Fulton County desires to initiate cooperation with the Republic of Cote d'Ivoire through a bilateral relationship which focuses on economic development, higher education, business promotion, tourism, arts, culture, public health, youth development, and education; and

WHEREAS, Fulton County and the Republic of Cote d'Ivoire recognize the mutual benefits of cooperation between both governments; and

NOW, THEREFORE, in consideration of the following promises, covenants, terms and conditions, we hereby celebrate this Memorandum of Understanding (MOU), which will be ruled by the following:

I. PURPOSE

The purpose of this MOU is to develop the cooperation between the Republic of Cote d'Ivoire and Fulton County in the areas of economic development including trade and investment, business promotion, small enterprise development and tourism; higher education; arts and culture; public health; and youth development and education.

II. COMMON BONDS

It is agreed between the Republic of Cote d'Ivoire and Fulton County, that each one should be able to fulfill its responsibilities under this MOU, in accordance with the laws and regulations governing their activities. Nothing in this MOU is intended to deny or render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU, in accordance with their legal and statutory mandates, the Party affected shall immediately give written notice to establish a date for mutual resolution of the conflict.

III. RESPONSIBILITIES

In consideration of the mutual objectives and desires of the Republic of Cote d'Ivoire and Fulton County in connection with this MOU and in recognition of public benefit to be derived from the effective implementation of the program in question, the Republic of Cote d'Ivoire and Fulton County agree that their respective responsibilities under this agreement shall be:

A. Economic Development, Business Promotion and Tourism

1. Explore ways to strengthen and enhance our bilateral economic relations.
2. Contribute to the progress of bilateral relations and economic development through: (a) in trade and investment especially the energy and technology sectors; (b) promotion of small enterprise development activities to create jobs in our communities. In the Republic of Cote d'Ivoire, initial activities shall focus on the city of Grand-Bassam, a large and rapidly growing coastal urban center; and (c) the promotion of tourism to take full advantage of the many attractions and excellent facilities of both parties.
3. Promote the establishment of corporate and institutional partnerships.
4. Promote the exchange of delegations of business leaders and institutions dedicated to identify and establish mutually beneficial partnerships.

B. Higher Education

1. Promote cooperation and engagement between higher education institutions in the Republic of Cote d'Ivoire and Fulton County.
2. In the Republic of Cote d'Ivoire, the initial institution for collaborative relationships shall be with the International University of Grand-Bassam, a new English Language university modeled upon the American system of higher education. Fulton County institutions to be initially involved in this relationship shall be all Atlanta area colleges and universities including, but not limited to, Historically Black College & Universities (HBCUs).
3. Areas of cooperation shall include study abroad, student and faculty exchange, applied research in areas of interest and benefits to the respective communities such as sanitation, environmental issues, etc.

C. Arts and Culture

1. Promote cooperation and cultural exchange and celebrate the diversity of art and culture, stemming from African and European descent, common to the Republic of Cote d'Ivoire and Fulton County.

D. Public Health

1. Establish new and more effective methods in providing health care to citizens of the Republic of Cote d'Ivoire and Fulton County.

2. Reduce inequities in health conditions of populations more vulnerable or historically excluded, with special attention to the diseases most prevalent in such populations.

E. Youth Development and Education

1. Explore ways to improve education and youth development through, among many, the promotion of youth leadership.
2. Facilitate the exchange of best available practices on youth education and on policy development for young people.

F. Designated Representatives

The representatives of the parties responsible for planning, organizing and coordinating technical cooperation activities arising from this MOU shall be following designees:

1. For the Republic of Cote d'Ivoire: Prime Minister Daniel Kablan Duncan.
2. Fulton County: the Board of Commissioners

G. Financial Responsibilities

All planned activities will be conducted in accordance with the financial resources of each Party. The financing arrangements for each activity and all responsibilities and tasks shared will be agreed through an exchange of letters or by meetings held between the designees appointed by each Party. Notwithstanding, nothing in this MOU shall be deemed or interpreted to obligate Fulton County or the Republic of Cote d'Ivoire to make any financial expenditure, appropriation, or incur any debt related to any activity contemplated by this MOU.

IV. TERM AND TERMINATION

The agreement will commence on October 8, 2014, and shall remain in force until October 8, 2017. Notwithstanding, this MOU may be terminated by either party, without cause, upon sixty (60) days written notice.

V. AMENDMENTS

This MOU may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.

VI. NOTICES

Whenever any notice, demand, communication, consent or information exchanged between the parties notice shall be deemed sufficiently given by mail, fax or e-mail to the addresses listed below. Each party may change its address indicated below by giving the other party written notice of the new address in the manner set forth above.

Fulton County Board of Commissioners
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303

Fulton County Economic Development Division
141 Pryor Street, Suite 5048
Atlanta, Georgia 30303

Fulton County Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

VII. ENTIRE AGREEMENT

This MOU and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

VIII. REPRESENTATION

The parties hereto represent and warrant that they have the authority to enter into this MOU.

IX. COUNTERPARTS

This MOU may be executed in counterparts in English, each of which shall be deemed to be an original, but all of which together will constitute one and the same MOU.

X. THIRD PART BENEFICIARIES

There are no third party beneficiaries to this MOU.

XI. FINANCIAL RESOURCES

This MOU does not imply the transfer of financial resources between The Republic of Cote d'Ivoire and Fulton County, it is determined that the burdens and disbursements arising out of specific actions developed and derived from the execution of this MOU are the responsibility of both Parties.

Being together and agreed among themselves, signing up to this MOU in three (3) original copies in English. The parties have caused this MOU to be executed by their duly authorized representatives as of the day and year written below.

REPUBLIC OF COTE D'IVOIRE

BOARD OF COMMISSIONERS

His Excellency Daniel Kablan Duncan
Prime Minister, Republic of Cote d'Ivoire

John H. Eaves, Chairman
District -1, At- Large

ATTEST:

APPROVED AS TO FORM:

Mark Massey, Clerk to the Commission

R. David Ware, County Attorney