

MEMORANDUM OF UNDERSTANDING
Between Fulton County and Quality Living Services, Inc.

This Memorandum of Understanding (“MOU”), entered into this ____ day of November 2021 by and between Fulton County, Georgia, a political subdivision of the State of Georgia, acting through its Senior Services Department (“DSS”), and Quality Living Services, Inc. (“QLS”), a domestic nonprofit corporation, located at 137 Peachtree Street, SW., Suite 137, Atlanta, GA 30303. 4001 Danforth Road, SW, Atlanta GA 30331.

W I T N E S S E T H:

WHEREAS, pursuant to state law, Fulton County is authorized to make appropriations for purely charitable purposes in the form of contracts for services, which shall include charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities or environmental organizations [i.e., O.C.G.A. 36-1-19.1]; and

WHEREAS, DSS is responsible for the planning and coordination of services for the senior population of Fulton County and has been allocated funding by the County for such purposes; and

WHEREAS, Fulton County owns the property located at 4001 Danforth Road, SW, Atlanta, Georgia 30331, which is more specifically known as the Fulton County/QLS Center for Senior Citizens and is a designated site for the provision of services to the senior population of Fulton County; and

WHEREAS, QLS has entered into a Lease Agreement for said property through December 31, 2021, and has in its employ personnel and resources by which it can render to the senior population of Fulton County certain services authorized under state law for purely charitable purposes; and

WHEREAS, the parties desire to execute this MOU in order to further define and enumerate the services to be rendered by QLS and the consideration of funding by the County for such services.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

A. QLS Responsibilities:

- (1) Employ a qualified instructor to provide twelve (12) weekly fitness classes in the following subject areas:
 - Stretch and Tone
 - Prime Fitness and Meditation
 - Water Exercise

- Golf
- Bowling
- Circuit Training
- Men's Healthy Living and Healthy Cooking

- (2) Provide supplies for the fitness classes.
- (3) Serve 280 or more residents of Fulton County age 60 and above through the fitness classes.
- (4) Maintain accurate records of expenditures and the disposition of funds in accordance with good accounting practices. Such records shall be made available for inspection and audit by DSS at a time mutually agreeable to the parties and upon thirty (30) days' notice to QLS.
- (5) Provide the necessary administrative support to coordinate the fitness classes.
- (6) Provide DSS with a Monthly Report of activities including:
 - Attendance by class
 - Effectiveness of the fitness program, as determined by participant surveys
 - The results of any Customer Satisfaction Survey conducted in the Report Quarter

B. County/DSS Responsibilities:

- (1) Subject to the non-appropriation and terminations provisions, provide \$50,000 in financial support of the fitness program(s) offered at QLS.
- (2) Review and record data submitted by QLS in the Monthly Reports.
- (3) Conduct an annual site visit to review records.
- (4) Conduct any additional site visits as DSS deems necessary in its discretion to observe the performance of any of the fitness classes offered at QLS.

C. Mutual Responsibilities:

- (1) Ensure that client information is kept in accordance with Health Insurance Portability and Accountability Act (HIPAA) requirements.
- (2) Abide by all State, Federal, and local laws, rules, regulations and policies respecting the confidentiality of the clients. Both parties agree not to divulge any information concerning any individual client to any unauthorized person without the express written consent of the individual client or his or her legal representative.

D. Term and Termination:

- (1) The Term of this MOU shall be effective from January 1, 2022 through December 31, 2022 or until otherwise amended, modified and/or terminated as agreed to by the parties in writing. This MOU shall automatically renew on January 1st of each successive calendar year for five (5) consecutive years, unless terminated by either party. Each such renewal term shall be subject to the non-appropriations clause. If funding is not appropriated, the MOU shall end immediately with no further obligation by the County. This provision shall survive termination.
- (2) The parties recognize that QLS is leasing space at the Fulton County owned property located at 4001 Danforth Road, SW, Atlanta, Georgia, to provide the services under this MOU, and that this MOU shall terminate immediately if this underlying Lease Agreement, which is incorporated herein, is not renewed or is terminated during the term of this MOU or any renewal.
- (3) If through any cause, QLS shall fail to fulfill its obligations under this MOU in a timely and proper fashion or in the event that any of the provision or stipulations of this MOU are violated by QLS, which shall constitute material breaches, the County, acting through DSS shall thereupon have the right to immediately suspend or terminate this MOU by serving written notice as defined herein upon QLS of its intent to suspend or terminate this MOU. If the MOU is terminated pursuant to this paragraph, QLS shall be exclusively limited to receiving only the compensation for work satisfactorily performed up to and including the date of the written termination notice and shall reimburse County for services not satisfactorily performed. QLS will be afforded a ten (10) day cure period from written notice of a breach by the County.
- (4) Notwithstanding the above provisions, the parties agree that either party may terminate this MOU for convenience at any time during the term of this MOU upon thirty (30) days written notice, by certified mail, return receipt requested, with proper pre-paid, or by hand delivery, to the other party. The termination shall become effective on the thirtieth (30th) day after the date of such written notice. If this MOU is terminated pursuant to this paragraph, QLS shall be exclusively limited to receiving compensation for only the work satisfactorily performed up to and including the effective date of termination.
- (5) DSS shall have the right to suspend immediately QLS's performance hereunder on an emergency basis whenever necessary, in the opinion of DSS, to avert a life threatening situation or other sufficiently serious deficiency.

E. Non-Appropriation:

This MOU states the total obligation of the County to the QLS for the calendar year of execution. Notwithstanding anything contained in this MOU, the obligation of the County to make payments provided under this MOU shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to QLS in the event the County does not intend to budget funds for the succeeding Contract year. Notwithstanding anything contained in this MOU, if sufficient funds have not been appropriated to support continuation of this MOU for an additional calendar year or an additional term of the MOU, this MOU shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

F. General Provisions:

- (1) No modification or alteration of this MOU will be valid unless modification is made in writing, submitted to and approved by the Partner Agency and JFGA and attached to this Memorandum of Understanding.
- (2) The failure of either party at any time or times to enforce any provision of this MOU shall in no way be construed to be a waiver of such provisions or to affect the validity of this MOU or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of the MOU.
- (3) QLS shall save and hold the County, its officers, directors, employees, and agents, harmless for any and all injuries, damages, claims, costs and expenses arising out of QLS's operations or caused by QLS's officers, directors, employees, agents, contractors and subcontractors, and arising out of use the premises occupied by QLS. This clause shall remain in effect after the termination or expiration of this MOU.
- (4) This MOU sets forth the entire MOU between the parties and supersedes all prior oral and written understanding, representations and discussion between the parties respecting the subject matter of this MOU.
- (5) Neither party shall assign any of the obligations or benefits of this MOU.
- (6) This MOU shall not be construed as, or deemed to be, an MOU for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.
- (7) This MOU shall be construed by and governed by the laws of the State of Georgia.

- (8) If a court of competent jurisdiction renders any provision of this MOU to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this MOU shall continue in full force and effect as if the invalid provision were not part of this MOU.
- (9) This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto
- (10) QLS warrants and guarantee that the person executing the MOU on its behalf, is duly authorized to execute the MOU and bind QLS to the terms and conditions of the MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU through their duly authorized officers on the day and year first written above.

FULTON COUNTY, GEORGIA

QUALITY LIVING SERVICES, INC.

Approved:

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Irene Richardson
Executive Director
QLS, Inc.

Attest:

Attest:

Tonya R. Grier
Clerk to the Commission

(Affix corporate seal)

Approved as to Content:

Ladisa Onyiliogwu
Director of Senior Services

Approved as to Form:

Office of the County Attorney

