

AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING

BETWEEN

FULTON COUNTY, GEORGIA

AND

CHATTAHOOCHEE NATURE CENTER, INC.

This Amendment No. 1 to the Memorandum of Understanding (“MOU”) between Fulton County, Georgia, a political subdivision of the State of Georgia (“Fulton County”) and Chattahoochee Nature Center, Inc., located at 9135 Willeo Road in Roswell, Georgia 30075 (hereinafter referred to as “Nature Center”) and collectively the “Parties” is made and entered into this ____ day of _____, 2023.

WITNESSETH THAT:

WHEREAS, Fulton County, through its Department of Arts and Culture, has determined a need for environmental educational services in the County; and

WHEREAS, Fulton County, through its Department of Arts and Culture, has determined that these services can be best performed by a non-profit, tax exempt 501(c)(3); and

WHEREAS, the Nature Center is a Georgia non-profit, tax exempt 501(c)(3) organization that has a mission to connect people with nature by giving the youth a place to foster an active awareness and understanding of the ecology of the natural world through interactive, hands-on learning experiences and provide adults a local place for adult learning experiences, volunteerism, and outdoor family activities that strengthen the environmental stewardship commitment within the community; and

WHEREAS, on January 18, 2023, as part of the FY2023 Final Adopted Budget (Agenda Item 23-0044), the Fulton County Board of Commissioners (“BOC”) approved an increase to the General Fund budget of \$200,000.00 to the Nature Center for environmental educational services and an increase of \$500,000.00 to the Nature Center for capital improvements; and

WHEREAS, on April 19, 2023 pursuant to Agenda Item 23-0197, the BOC approved a Memorandum of Understanding (“MOU”) with the Nature Center for the purpose of utilizing the funding approved via Agenda Item 23-0044 to support environmental education services and capital improvements within the County at the Nature Center; and

WHEREAS, the MOU was executed on May 5, 2023; and

WHEREAS, the MOU currently expires on December 31, 2023 and requires that the Nature Center provide invoices documenting the \$500,000.00 in capital expenditures by December 31, 2023; and

WHEREAS, the Nature Center would like additional time to complete these capital expenditures and provide documentation to the County; and

WHEREAS, the Nature Center and Fulton County have determined that the original MOU is in need of an amendment to extend the term until December 31, 2024, to allow for completion of the capital improvements and sufficient time for the Nature Center to furnish documentation to the County reflecting the capital expenditures; and

WHEREAS, the Nature Center will expend the funds under this MOU for environmental promotion and protection purposes consistent with its mission and non-profit status only, deriving no profit to the organization and on capital improvement activities consistent with the amended Attachment A-1 and the MOU provisions set forth herein; and

WHEREAS, Fulton County is authorized to enter into this MOU with the Nature Center pursuant to O.C.G.A. § 36-1-19.1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree to amend, via this Amendment No. 1, the MOU as follows:

1.

Section 3.0 of the Memorandum of Understanding is amended by deleting same in its entirety and replacing it with the below to read as follows:

3.0 TERM OF MOU

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of this MOU shall be extended from December 31, 2023 through December 31, 2024, unless otherwise further extended in writing or terminated by the County. The Nature Center shall be eligible for reimbursement costs which are included within the scope of Sections 1.0 and 2.0 and Attachment "A" of this MOU (as amended herein). However, unless good cause is shown, should the Nature Center have not displayed significant action toward this Amendment No. 1 to the MOU and its Scope of Work (as amended herein) prior to the sixth (6th) month anniversary of the signing of this Amendment No. 1 to the MOU, then said MOU shall be deemed void and any and all funds not expended or obligated toward the Scope of Work in this MOU shall be immediately returned to the County.

2.

Attachment "A", Scope of Work of the Memorandum of Understanding is amended by deleting same in its entirety and replacing it with the below to read as follows:

ATTACHMENT "A"
AMENDED SCOPE OF WORK
CHATTAHOOCHEE NATURE CENTER, INC.

In consideration of the SEVEN HUNDRED THOUSAND (\$700,000.00) (\$200,000 for environmental educational services and \$500,000 for capital improvements) allocated to Nature Center, Inc. ("The Nature Center"), The Nature Center agrees to perform services and provide the following program administration and evaluation information:

A. Program Administration and Evaluation

1. The Nature Center agrees to utilize the \$500,000 for capital improvements as outlined in the amended Attachment A-1 and provide the Department of Arts and Culture with invoices reflecting the expenditure of these capital improvement funds by December 31, 2024.
2. The Nature Center agrees to provide environmental promotion and protection services to Fulton County residents on a scheduled basis during regular hours for the benefit of the general public.
3. As a minimum agreement for supervision of the facility, The Nature Center agrees to direct day-to-day supervision of the management of The Nature Center and will operate at least 20 hours per week through the term of the MOU, with a responsible person to be located on site during operational hours.
4. The Nature Center agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education, conservation and environmental stewardship for the benefit of the public.
5. The Nature Center agrees to provide the Department of Arts and Culture with:
 - A. Copy of Bear Creek Nature Center's 2023 and 2024 Work Plan, including program service goals and objectives;
 - B. Schedule of 2023 and 2024 programs and special events and projected participation;
 - C. A copy of the 2022 and 2023 year-end financial statements;
 - D. A copy of Certificate of Insurance, as described in "Attachment B;" and
 - E. A copy of The Nature Center's Certification of non-profit 501(c) (3) status.
 - F. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.
6. By the tenth (10th) day of each month during the term of this MOU, The Nature Center agrees to provide the Department of Arts and Culture with:
 - A. A monthly attendance report for each program/event held regarding environmental promotion and protection, beginning upon execution through December 31, 2024; and
 - B. The number of active volunteers and the number of volunteer hours donated for environmental promotion and protection activities for the previous month, beginning upon execution through December 31, 2024.
7. MOU funding will be paid out in one disbursement.

These changes via this Amendment No. 1 shall be incorporated herein as changes in the provisions set forth in the aforementioned MOU. All other portions of the MOU shall remain unchanged and in full force and effect.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 1 to the MOU to be executed and delivered on this, the _____ day of _____, 2023.

For Chattahoochee Nature Center, Inc.

Attest:

Clarence Jackson, Chair
Chattahoochee Nature Center, Inc.
Board of Trustees

(Signature)

Name (Typed or Printed)

Title

(Seal)

For Fulton County

Attest:

Robert L. Pitts, Chairman
Board of Commissioners

Tonya R. Grier
Clerk to the Commission

(Seal)

Approved as to Content:

Approved as to Form:

David Manuel, Director
Department of Arts and Culture

Office of the County Attorney



Amended Attachment "A-1"

October 30th, 2023

Natasha B. Rice
President & CEO
Chattahoochee Nature Center
9135 Willeo Road
Roswell, Georgia 30075

Re: Chattahoochee Nature Center Entrance Drive Improvements Project Progress Summary

Dear Natasha:

Per your request, please see below summarizing and outlining our progress for the Entrance Drive Improvements Project for the Chattahoochee Nature Center (CNC).

The meeting dates and progress milestones we have reached thus far are as follows.

- 08-11-2023 – Project introduction call between CNC and BLP
- 08-22-2023 – Kick-off meeting on site
- 09-06-2023 – Schematic Design review meeting on site
- 09-11-2023 – Schematic Design preliminary cost review meeting
- 09-27-2023 – Updated Schematic Design review based on cost saving measures
- 10-19-2023 – Meeting between CNC and BLP to determine design direction

Additionally, our proposed schedule anticipates the following milestone dates.

- 12/22/23 – Acquire additional necessary base data
- 12/22/23 – Finalize entry signage and frontage landscape design
- 01/19/24 – Submit to City of Roswell for Land Disturbance Permit
- 04/19/24 – Construction begins
- 08/31/24 – Construction complete

Please let us know if you need anything else regarding this matter.

Sincerely,

Alan Wieczynski, RLA LEED AP BD+C
Principal

