

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF CONGREGATE MEAL/NEIGHBORHOOD SENIOR CENTER SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY OF UNION CITY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), by and between Fulton County Georgia (“Fulton County” or “County”), a political subdivision of the State of Georgia, acting through its Department of Senior Services, and the City of Union City, GA (“Union City” or “City”), a municipal corporation under the laws of the State of Georgia, entered into this ____ day of May, 2023.

WITNESSETH:

WHEREAS, the County, as the designated County Based Agency under the Older Americans Act of 1965 (as amended through Public Law 116-131, adopted March 25, 2022 and codified at 42 U.S.C. § 3001, to provide Older Americans Act services throughout Fulton County, is responsible for the planning and coordination of senior services, including Congregate Meal/Neighborhood Senior Center services, programming, activities, and transportation; and

WHEREAS, the City has space, identified here in Exhibit 1 as the Premises, available that meets the Program Standards established by the Georgia Department of Human Services, Fulton County, and Union City; and

WHEREAS, the County, through its Department of Senior Services, has the resources available to provide programming and nutritional services that meet the Program Standards established by the Georgia Department of Human Services (the “Program”), as is set forth below in this IGA; and

WHEREAS, the County and City agree that a partnership between the County and the City wherein the County will provide supportive programming and nutritional services at a space provided by the City, at an identified Neighborhood Senior Center owned by the City, would benefit the residents of both local governments.


NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Union City agrees to:
 - 1.1 Comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, Fulton County and Union City.
 - 1.2 Grant access to the Premises further identified as Etris Community Center, located at 5285 Lakeside Drive, Union City, Georgia 30291 to the County through its Department of Senior Services to perform the services of the Program as set forth in this IGA.

- 1.3 Provide janitorial and cleaning services at the City's sole cost for the duration of the Program, including the cleaning of the Premises on a daily basis, including, but not limited to rest rooms and emptying trash.
- 1.4 Pay all utility bills for the Premises.
- 1.5 Maintain the Premises in good operating conditions, which includes making any necessary repairs, improvements, additions or alternations to the Premises that may be needed and provide necessary janitorial services. At no time shall Fulton County be responsible for any maintenance or capital related expenditure or payment for the Premises.
- 1.6 Provide security check in from the Union City Police. The Police will periodically survey the Premises during the hours of operation of the program.
- 1.7 Provide any additional furnishings and equipment required to accommodate the program and participants.
- 1.8 Take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises not caused directly by the County, its employees, or agents during the term of this IGA, and shall comply with and execute all rules, orders, and regulations of the City.

2. Fulton County agrees to:

- 2.1 Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable, including but not limited to City codes related to the use of the Premises.
- 2.2 Report all acts of vandalism to the Premises of which it becomes aware to the City and the local Police Department within a reasonable time period. A copy of the police report must be provided to the City and a copy retained on the Premises.
- 2.3 Not use the Premises for any purpose other than to provide the Program.
- 2.4 Take necessary actions to prevent or correct any nuisance or other grievances upon, or in connection with, said Premises caused directly by the County, its employees or agents during the term of this IGA, and comply with and execute all rules, orders, and regulations of the City to the extent applicable and legally permissible.
- 2.5 Enter on the Premises at any time during the term of this IGA to examine, inspect, or supervise, as the County deems necessary for the Program.
- 2.6 Maintain monthly reports that will include all activities of the Program.

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- 2.7 Cooperate in clean-up efforts by placing litter in the proper containers daily.
 - 2.8 Cooperate by not deliberately interfering with Union City's responsibilities to carry out maintenance and proper upkeep of the Premises.
 - 2.9 Report any dangerous or faulty equipment to the Union City and/or City Liaison, for which the County becomes aware. Work requests for general maintenance or special needs on existing facilities should be made in writing (to include emails) to Union City.
 - 2.10 Administer activities at said Premises in a safe and professional manner.
 - 2.11 Employ no less than one (1) full time Center Manager for 40 hours per week and one (1) Senior Services Instructor for twenty-nine hours per week to oversee the Program.
 - 2.12 To the extent funding is available and properly authorized by the Fulton County Board of Commissioners, provide Program activities and support services as identified below:
 - 2.12.1 Nutrition Education - Coordinate with the Comprehensive Nutrition Care service provider to present accurate and culturally sensitive information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.
 - 2.12.2 Outreach - Provide information to seniors on additional community resources and how to access them.
 - 2.12.3 Wellness - Coordinate with partners and agencies to provide activities to promote mental and physical health of senior residents.
 - 2.12.4 Support Services - Coordinate services for seniors to access resources through information sharing and referral, including, but not limited to, sessions on supplemental nutrition assistance financial planning, income tax preparation, and AARP.
 - 2.12.5 Case Management - Coordinate with a Case Management service provider to schedule initial assessments for new participants and follow up consultation services for program participants requiring assistance.
 - 2.12.6 Socialization - Coordinate activities designed to provide enjoyable, constructive interaction among participants in large and small groups, or individually, which is culturally diverse and stimulating both physically and mentally.
 - 2.12.7 Education - Coordinate activities designed to enhance participant's

knowledge and skills.

2.12.8 Health - Provide and coordinate sessions on personal health maintenance and improvement of the manual dexterity of the participants.

2.12.9 Fitness - Coordinate session designed to enhance the physical well-being of the participants.

2.12.10 Creative Arts - Coordinate sessions designed to provide program participants a location to express themselves creatively through dance, painting and drawing.

3. Safety Precautions

3.1 Fulton County agrees to administer activities at the Premises in a safe and professional manner as reasonably possible.

3.2 Upon 30-day's notice, Union City has the right to cancel any scheduled activity in the Premises when it is determined that such activity would severely damage the Premises and/or its furniture. Union City shall refund to the County the cost incurred by the County due to Union City's cancellation of event. The County agrees to cooperate with Union City by, to the extent possible, providing Union City with 30-day's notice of its scheduled activities. Persistent damage to Union City's facilities by Fulton County, after written notice from Union City and the County's failure to remedy the damage within a reasonable period, may be cause for Union City to terminate the IGA for cause.

4. Conditions for Resolution

4.1 The rights of the Parties under this IGA shall be cumulative and the failure of one Party to exercise promptly any right hereinafter shall not operate to forfeit any of that Party's rights.

4.2 If either Party defaults on any obligation under this IGA or violates any term hereof, and the defaulting Party fails to cure the default within 30 days of receiving written notice or fails to commence to cure within the 30-day period where the remedy will reasonably take more than 30 days to cure, the IGA may be terminated by the non-defaulting Party.

4.3 Each Party may terminate this IGA for convenience without further obligation by giving the other party thirty (30) days' notice in writing.

4.4 This IGA may be modified only by a written IGA of the Parties after approval by their respective governing bodies.

4.5 Fulton County may allow a third-party organization to conduct Program related

activities at the Premises.

- 4.6 For purposes of this IGA, any notices required to be sent to Fulton County shall be hand delivered or mailed to the Director of Fulton County Department of Senior Services at 137 Peachtree Street, SW, Atlanta, Georgia 30303, with a copy to the Fulton County Manager at 141 Pryor Street, SW, Suite 10061, Atlanta, Georgia 30303, and County Attorney at the Office of the County Attorney, 141 Pryor Street, SW, Suite 4038, Atlanta, Georgia 30303. Any notices required to be sent to the City shall be hand delivered or mailed to the City of Union City, Georgia, Parks and Recreation Director, 5285 Lakeside Drive, Union City, Georgia 30291.

5. Term

- 5.1 This IGA shall begin on January 1, 2023 and shall end on December 31, 2027, unless earlier terminated.
- 5.2 The Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this IGA. Notwithstanding anything contained in this IGA, the County's obligation to make payments provided under this IGA, if any, shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this IGA by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation. It is not expected that County will make any payments to the City under this MOU.

6. Termination - the following shall govern termination of this IGA:

- 6.1 Either party may terminate this IGA for any reason by giving thirty (30) days prior written notice.
- 6.2 Upon expiration of the term of this IGA or as its termination as provided for herein, the parties shall, using good faith efforts, agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

7. Suspension

- 7.1 The County, acting through the County Manager or his/her designee, shall have the right to suspend immediately this IGA for the provision of Congregate meal/neighborhood senior center services between Fulton County and Union City under this IGA on an emergency basis or whenever necessary, in the opinion of County Manager or his/her designee, that suspension is necessary to avert a life threatening situation or other sufficiently serious risk to the County, any County asset or resource or those of its citizens.

8. Participants Eligibility

- 8.1 Participants eligible for this program must be aged 60 and able to move about the center and perform tasks such as feeding self and attending restroom without human assistance (assistive devices like canes, walkers, wheelchairs are allowed). The eligible participant will be screened by the Case Management provider and Center Manager at the Premises. Eligible customers will be forwarded to the Program Coordinator for verification.

9. Compensation by City for Services

- 9.1 Union City will support and provide the Premises for County staff, participants and guests at the Etris Community Center during operating hours (i.e., 9:00 AM – 2:00 PM).
- 9.2 This will include rent, electricity, gas, water, security, janitorial services, facility maintenance, and lawn care.

10. Performance Reporting and Evaluation

- 10.1 Fulton County Department of Senior Services will maintain all performance reports, evaluations, and all Program related files (i.e., Monthly Attendance logs, Surveys, Monthly activities report, transportation log).

11. Insurance

- 11.1 Union City agrees to secure insurance covering all operations, goods or services provided pursuant to this IGA at the Premises, as further defined in this IGA. Fulton County may self-fund any designated insurance responsibility it has at the Premises.

12. Indemnification/Hold Harmless

- 12.1 It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees.

- 12.2 Either Party may self-fund its obligations under this IGA. However, nothing

herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties.

13. Non-discrimination

13.1 All services provided by Fulton County for Union City shall be free of discrimination on the basis of race, color, sexual orientation, national origin, disability, religion, age, or sex.

14. Variations or Modification to the IGA

14.1 This IGA constitutes the entire arrangement between the County and Union City and there are no further written or oral contracts with respect thereto.

14.2 No variation or modification of this IGA and no waiver of its provisions shall be valid unless in writing, approved by the Board of Commissioners, and signed by County and Union City duly authorized representatives.

15. Limitation of Liability

15.1 The Parties will not be liable to each other or to any other person or entity, for special, indirect, consequential or punitive damages caused by, attributable to, or arising in connection with, the performance, nonperformance or delayed performance of the Program contemplated by this IGA by the Parties or their respective officials, agents or employees, or any act or omission of the Parties or any person or entity acting on behalf of the Parties, whether negligent or otherwise, however such damages may be caused.

15.2 The County will not be liable for any failure to perform or any delay in the performance of its obligations hereunder.

16. Disputes

16.1 Any controversy or claim arising out of or relating to this IGA, or the breach thereof shall be solely negotiated for settlement by the County Manager or his/her designee and a designee from the City.

17. Entire Agreement/Repeal of Existing Agreements

17.1 The Parties intend that this IGA, together with all attachments, schedules, exhibits, and other documents that both are referenced in this IGA and refer to this IGA (i) represent the final expression of the Parties' intent and agreement between the Parties relating to the subject matter of this IGA, (ii) contain all the terms the Parties agreed to relating to the subject matter, and (iii) replace all the Parties' previous discussions, understandings, and agreements relating to the subject matter. It is the intent of the Parties that all prior agreements between the Parties, whether written or oral, are expressly repealed and replaced by this IGA.

18. Representations and Warranties of the Parties.

18.1 In furtherance of the public purposes of this IGA, Fulton County and Union City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

18.1.1 Authority. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA.

18.1.2 Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

18.1.3 Public Purpose. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia.

18.1.4 Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

19. Assignment; Binding Effect

19.1 The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of Fulton County and Union City.

19.2 Subject to the foregoing, this IGA shall be binding upon and enforceable against,

and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

20. No Third-Party Beneficiaries

20.1 This IGA is made between and limited to Fulton County and Union City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and Union City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

21. Relationship of Parties

21.1 Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.

22. Survival of Representations

22.1 All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

23. Severability Clause

23.1 In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

23.2 If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

24. Insurance Requirements

24.1 Prior to commencing any activities in conjunction with this IGA, Fulton County shall, at their sole expense, procure and maintain insurance coverage of the types and in the amounts described below. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- VIII with coverage forms acceptable to Fulton County. The insurance described below shall be maintained uninterrupted for the duration of the IGA. Notwithstanding the foregoing, Fulton County reserves the right to self-fund this obligation.

24.1.1 Commercial General Liability with coverage limits of no less than

\$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability.

24.1.2 Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

24.2 The City shall maintain appropriate insurance coverage on any equipment and the Premises made available by the City to the County for the Program. Notwithstanding the foregoing provisions, the City reserves the right to self-fund this requirement.

SIGNATURES CONTAINED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Intergovernmental Agreement through their duly authorized officers on the day and year first above written.

Fulton County, Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier, Clerk to the Commission

Approval as to Content:

Ladisa Onyiliogwu, Director
Department of Senior Services

Approved as to Form:

Y. Soo Jo, County Attorney

City of Union City, Georgia

Attest:

Vince Williams, Mayor
City of Union City, Georgia

City Clerk

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Senior Services/Union City IGA for Congregate Meals/Union City IGA_4.25.23.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Senior%20Services/Union%20City%20IGA%20for%20Congregate%20Meals/Union%20City%20IGA_4.25.23.docx)

Exhibit 1
PREMISES

Exhibit 2 Holidays

The Following Holidays are observed by Fulton County Government

- New Year's Day
- Martin Luther King, Jr. Holiday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday (Thanksgiving Day and the day following)
- Christmas Eve
- Christmas Day
- New Year's Eve