

**AMENDMENT TO
THE RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL SERVICES AGREEMENT
FOR THE PROVISION OF SERVICES
BETWEEN FULTON COUNTY, GEORGIA, AND THE FULTON COUNTY BOARD OF HEALTH**

THIS AMENDMENT TO THE RESTATEMENT AND SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT("Amendment"), by and between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia and the Fulton County Board of Health ("BOH"), a governmental agency created pursuant to state law, and upon approval is effective July 1, 2022.

WHEREAS, the Parties entered into a Restatement and Second Amendment to the Intergovernmental Agreement for Services between Fulton County, Georgia, and the Fulton County Board of Health with an effective date of July 1, 2021 ("the Restatement"), which contemplated that the Parties might need additional time for completion of tasks necessary to ensure a smooth and effective transition of services and systems from the County to the BOH; and

WHEREAS, the Parties now agree that most services are fully transitioned, but that additional time is needed to complete the transition of Information Technology Services; and

WHEREAS, the Parties also agree that the persistence of the COVID-19 pandemic necessitate the extension of the agreement for the use by the BOH of certain County vehicles secured through the Coronavirus Aid, Relief and Economic Security Act ("C.A.R.E.S.") funding for COVID-19 response activities; and

WHEREAS, the Parties have performed satisfactorily over the term of the Agreement; and

WHEREAS, it is the intent of the Parties for this Amendment to be under seal.

NOW THEREFORE, this Amendment between the County and the BOH, who agree as follows:

1.

ARTICLE 3, TERM OF AGREEMENT is hereby amended to provide that the term "...shall remain in full force and effect through June 30, 2023, unless terminated earlier pursuant to provisions of this Agreement."

2.

ARTICLE 6.3, COUNTY FACILITIES AND DEPARTMENT OF REAL ESTATE AND ASSET MANAGEMENT SERVICES, shall be modified as follows:

6.3.6 The County agrees to allow the BOH to use its two (2) mobile units through the use of a Vehicle Lease Agreement attached hereto as Exhibit B-1, **as the same may be amended from time to time.**

3.

ARTICLE 6.5 INFORMATION TECHNOLOGY SERVICES shall be modified as follows:

6.5.1 ~~From the effective date of the First Amendment to the IGA through June 30, 2023,~~ The Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH **through June 30, 2023,** pursuant to the terms and schedules and payment provisions set forth in the Technology Scope of Work and Transition Plan attached hereto as Exhibit C and incorporated herein in its entirety, **as the same may be Amended from time to time.**

6.5.2 ~~From July 1, 2021 through June 30, 2022, the Fulton County Information Technology Department "FCIT" shall provide Information Technology services to the BOH pursuant to the terms and schedules and payment provisions set forth in Information Technology's Scope of Work and Transition Plan attached hereto as Exhibit C-1 and incorporated herein in its entirety. If necessary, the parties can exercise an option to continue Information Technology services through June 30, 2023.~~

4.

ARTICLE 6.7 LEGAL SERVICES shall be modified as follows:

6.7 Legal Services

Effective July 1, 2021, legal services for the BOH shall continue to be provided by the County Attorney, including the provision of assistance with tracking and responding to Open Records Requests. If the BOH requests a specially assigned attorney, **which may be provided by the County Attorney's office in the form of one full time attorney or the full time equivalent divided among more than one attorney,** the BOH shall be responsible for all of the salary and benefit costs required for **a Senior Assistant County Counsel as this title is reflected in the County's Personnel Policies, and as such designation may be changed therein from time-to-time** ~~this position~~. If the BOH requires a conflict attorney, the County shall provide and bear the cost of such counsel in accordance with its plan of defense policy, as determined solely by the Board of Commissioners in consultation with the County Attorney.

5.

EXHIBIT B: Vehicle Use Agreement shall be amended to extend the term, as follows:

SECTION 2.0 - TERM

This Agreement shall become effective upon signature, and shall continue until July 1, ~~2022~~ **2023**, unless earlier terminated in accordance with this Agreement.

6.

EXHIBIT C: Fulton County Information Technology Department Scope of Work and Transition Plan shall be amended as provided in the Attachment 1 hereto.

7.

Except as modified herein by this Amendment, the Restatement, all Exhibits, and any provisions of the original and amended IGA referenced in the Restatement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

Fulton County Board of Health

Lynn D. Paxton, M.D., M.P.H.
District Health Director
Fulton County Board of Health

ATTEST

Beverly Stanley, District Administrator

DATE:

APPROVED AS TO FORM:

Jennifer R. Culler
Supervising County Counsel

FULTON COUNTY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Tonya Grier, Clerk to the Commission

DATE:

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

APPROVED:

Kathleen E. Toomey, M.D., M.P.H.
Commissioner
Georgia Department of Public Health

