

1 **A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN**
2 **FULTON COUNTY, GEORGIA AND CORE COMMUNITY ORGANIZED RELIEF**
3 **EFFORT (“CORE”), A NON-PROFIT, FOR THE USE OF COUNTY WAREHOUSE AND**
4 **OFFICE SPACE IN EXCHANGE FOR IN-KIND SERVICES TO FULTON COUNTY;**
5 **AUTHORIZING THE CHAIRMAN TO EXECUTE THE MEMORANDUM OF**
6 **UNDERSTANDING; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE**
7 **MEMORANDUM OF UNDERSTANDING AS TO FORM AND TO MAKE NECESSARY**
8 **CHANGES THERETO PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.**

9 **WHEREAS**, CORE, formerly the “J/P [Sanela Diane Jenkins/Sean Penn] Haitian
10 Relief Organization,” is a non-profit organization founded by actor Sean Penn in response
11 to the January 12, 2010 earthquake in Haiti, in which 220,000 people lost their lives,
12 countless more were injured, and 1.5 million people were rendered instantly homeless;
13 and

14 **WHEREAS**, CORE has provided assistance after natural and man-made disasters
15 to those impacted by Hurricane Ian, Hurricane Fiona, Pakistan floods, the conflict in
16 Ukraine and COVID-19 vaccinations efforts; and

17 **WHEREAS**, CORE’s online information provides that when disaster strikes, it
18 responds immediately to fill gaps, mobilize resources, and establish trust and
19 collaboration from within communities to empower them to break these vicious cycles,
20 with its efforts being fueled by local hands, since it partners with local leaders,
21 organizations, governments, and other stakeholders to bring equitable relief directly to
22 those who need it most; and

23 **WHEREAS**, based on its successful partnerships with other governments,
24 representatives of CORE have approached Fulton County to offer a reciprocal
25 relationship consisting of CORE being able to store materials that it uses to aid disaster

1 relief efforts globally, in exchange for making those materials and its resources available
2 to Fulton County when there is any disaster within Fulton County, Georgia; and

3 **WHEREAS**, in exchange for Fulton County’s support of its relief efforts, CORE will
4 support the Fulton County Emergency Management Agency (FCEMA) with CORE’s
5 resources and staffing during the response and recovery phases of manmade/natural
6 disasters or emergencies; and

7 **WHEREAS**, the Board of Commissioners finds that entering in this reciprocal
8 sharing Memorandum of Understanding with CORE is in the best interest of the citizens
9 of Fulton County; and

10 **WHEREAS**, pursuant to Fulton County Code Section 1-117, the Board of
11 Commissioners have exclusive jurisdiction and control over the following matters, to-wit:
12 In directing and controlling all the property of the county, as they may deem expedient,
13 according to law... for the promotion of health... and to exercise such other powers as
14 are granted by law or are indispensable to their jurisdiction over county matters and
15 county finances.

16 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
17 approves the Memorandum of Understanding between Fulton County, Georgia and
18 CORE Community Organized Relief Effort, for the use of Fulton County warehouse and
19 office space in exchange for in-kind services to Fulton County, in substantially the same
20 form attached hereto as Exhibit “A,” and incorporated herein by reference.

21 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute
22 the Memorandum of Understanding after review by the County Attorney.

**Memorandum of Understanding for In-Kind Space Use
between
CORE Community Organized Relief Effort (“CORE”) and Fulton County, Georgia**

This Memorandum of Understanding (“MOU”) for In-Kind Space Use is dated the _____ day of December, 2022 (the “Effective Date”) and is made by and between **CORE Community Organized Relief Effort**, a California nonprofit public benefit corporation with its principal place of business at 910 North Hill Street, Los Angeles, CA 90012 (“CORE”) and **Fulton County, Georgia**, a political subdivision of the State of Georgia located at 141 Pryor Street, Atlanta GA 30303 (“County”).

WHEREAS, CORE, formerly the “J/P [Sanela Diane Jenkins/Sean Penn] Haitian Relief Organization,” is a non-profit organization founded by actor Sean Penn in response to the January 12, 2010 earthquake in Haiti, in which 220,000 people lost their lives, countless more were injured, and 1.5 million people were instantly homeless; and

WHEREAS, the name was changed to CORE in 2019 to receive contracts and donations to work globally, focusing its relief efforts to underserved populations in the wake of disasters across the Caribbean and into the United States; and

WHEREAS, according to CORE’s webpage, it is a “a crisis response organization that brings immediate aid and recovery to underserved communities across the globe”; and

WHEREAS, CORE has provided assistance after natural and man-made disasters such as Hurricane Ian, Hurricane Fiona, Pakistan floods, Ukraine and COVID-19 vaccinations; and

WHEREAS, CORE’s online information provides that when disaster strikes it respond immediately to fill gaps, mobilize resources, and establish trust and collaboration from within communities to empower them to break these vicious cycles, with its efforts being fueled by local hands, since it partners with local leaders, organizations, governments, and other stakeholders to bring equitable relief directly to those who need it most; and

WHEREAS, based on its successful partnerships with other governments, representatives of CORE have approached Fulton County to offer a reciprocal relationship consisting of CORE being able to store materials that it uses to aid disaster relief efforts globally, in exchange for making those materials and its resources available to Fulton County when there is any disaster within Fulton County, Georgia; and

WHEREAS, the Board of Commissioners finds that entering in this reciprocal sharing contract with CORE is in the best interest of the citizens of Fulton County.

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of this MOU, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CORE do hereby agree as follows:

1. Objectives and Responsibilities.

- 1.1. The goals and objectives of this collaboration is as described in Exhibit A.
- 1.2. The responsibilities of the parties are further described in Exhibit A.
- 1.3. No payment will be owed to the other party in connection with this MOU, whether for expense reimbursement or otherwise.

- 1.4. CORE is being provided space in the Fulton County Consolidated Warehouse that has been specifically designated by the County for storage of its materials, along with being granted access and right of entry to such facility, and in return for the County providing this space, CORE will provide disaster relief assistance (materials, expertise, personnel) to Fulton County, as it typically performs for those to which it renders aid, whenever Fulton County suffers a disaster, be it man-made or natural.
 - 1.5. In Kind Service: CORE will support the Fulton County Emergency Management Agency with CORE resources and staff during the response and recovery phases of manmade/natural disasters or emergencies.
2. Term/ Duration.
 - 2.1. This MOU shall be effective upon approval and continue for a 12 month period, and shall automatically renew thereafter for 12 month terms, unless terminated; provided that the MOU shall end on December 31, 2030, unless extended by mutual approval of both parties. Either party may terminate this MOU for any reason or no reason, upon at least ninety (90) days' advance written notice to the other party.
3. Representations, Warranties and Covenants. Each party represents, warrants and covenants as follows:
 - 3.1. It is not a party to any contract or agreement with any third party which would preclude it from performing its obligations under this MOU, or that would impose any cost, penalty, fine or other obligation on the other party hereunder.
 - 3.2. No information or materials developed or provided by it shall infringe, misappropriate or otherwise violate any confidential or proprietary information, any trade secret or any intellectual property right belonging to any third party.
 - 3.3. It shall comply with all applicable federal, state, and local laws and regulations in the performance of this MOU.
 - 3.4. There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental agency, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the goals, objectives or performance of this MOU or restrict its ability to complete the transactions contemplated by this MOU.
 - 3.5. It believes it has sufficient funding, resources and expertise to perform its obligations under this MOU and, if it will use any subcontractors, it is solely responsible for the payment, performance, acts and omissions of any subcontractor.
4. Indemnity; Insurance.
 - 4.1. CORE shall indemnify, defend and hold harmless the County, its officials, officers, employees and assigns, for any claim, loss, liability, damage, cost, fine or expense (including reasonable attorneys' fees) due to a third party claim arising from or related to (i) a breach of its representations, warranties or obligations set forth in this MOU; (ii) any act or omission of CORE in its capacity as an employer of a person; (iii) the negligence or willful misconduct of CORE or its agents; or (iv) any injury to person or property caused by CORE or its agents.
 - 4.2. The indemnified party shall provide the indemnifying party notice in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within the indemnifying party's control; provided that the indemnified party shall have the right to participate in the defense of any such claim using

counsel of its choice, at the indemnified party's expense. No settlement of a third-party claim shall be made without notice to, and the prior written consent of, the indemnified party, which consent shall not be unreasonably withheld or delayed.

4.3. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MOU, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary in this MOU, this Section 4.3 shall not apply to damages arising out of or relating to any of the following: (i) such party's gross negligence or willful misconduct; (ii) breach of such party's confidentiality obligations; (iii) a party's indemnification obligations with respect to third party claims; (iv) claims for contributions or damages payable to third parties, irrespective of the basis for such claims; and (v) violations of law.

4.4. Insurance.

- (a) Each party represents and warrants that it has in effect, and shall maintain in effect throughout the term of this Agreement, at its sole cost and expense the following insurance:
- (i) workers' compensation insurance at statutory limits and employer's liability insurance in an amount of at least One Million Dollars (\$1,000,000) per claim;
 - (ii) general liability insurance in amounts no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate; and
 - (iii) professional liability or errors and omissions insurance with limits of not less than \$1,000,000 for each claim and \$3,000,000 in the annual aggregate.

The aforementioned aggregate limits for general liability insurance and professional liability insurance may be satisfied through a combination of primary and excess or umbrella liability policies totaling the amount of the required insurance coverage. *The County may self-fund its insurance obligations under this MOU.*

- (b) All insurance policies set forth in (a) above shall be primary and noncontributory, and shall contain an endorsement waiving rights of subrogation and recovery by the insurers against the other party. Such insurance shall be obtained from a nationally recognized carrier. Each party shall provide the other party with a certificate of insurance evidencing the coverage required by this Section. The certificate shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and the amounts of any policy deductibles, and shall name the other party as an additional insured with respect to its general liability insurance. In addition, each party shall provide not less than thirty (30) days' prior written notice to the other party of any termination, expiration, non-renewal, cancellation, reduction, or other change in the amount or scope of the coverage required hereunder; *provided that the County may self-fund its insurance obligations.*

5. Confidentiality.

- 5.1. Except as otherwise required by law (e.g., Georgia Open Records Act, etc.) or by an order of a court of competent jurisdiction, each party (the "Receiving Party") shall not, and shall cause each of its directors, officers, employees, agents, and representatives (collectively, "Representatives") not to: (i) disclose the Confidential Information (defined below) of the other party (the "Disclosing Party") to any person or entity other than Representatives of the Receiving Party who need to know the Confidential Information for the purposes contemplated by this MOU and agree in writing to be bound by confidentiality obligations at least as restrictive as this Section 6; or (ii) use Confidential Information for any purpose other than the purposes contemplated by this MOU.

- 5.2. “Confidential Information” means any and all information furnished or disclosed, in whatever form or medium, by the Disclosing Party to the Receiving Party relating to the business or operations of the Disclosing Party, and includes, without limitation, contract terms, financial information, procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, records, strategic planning, and trade secrets all of which is deemed confidential and proprietary.
 - 5.3. The term “Confidential Information” excludes information that: (A) becomes generally publicly available other than as a result of disclosure by the Receiving Party or any of its Representatives; (B) becomes available to Receiving Party on a nonconfidential basis from a third party that is not bound by a similar duty of confidentiality; or (C) is in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party.
 - 5.4. Promptly upon the written request of the Disclosing Party, the Receiving Party shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information. If the Receiving Party destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to the Disclosing Party. For purposes of the County, its certificate may be executed and delivered to CORE by the County Manager.
 - 5.5. If the Receiving Party is requested, becomes legally compelled or is required, in any case by a court or governmental body, to disclose Confidential Information, the Receiving Party shall take the following actions to the extent permitted under applicable law: (i) promptly notify the Disclosing Party in writing; (ii) consult with and assist the Disclosing Party at Disclosing Party’s expense in obtaining an injunction or other appropriate remedy to prevent such disclosure; and (iii) use reasonable efforts at the Disclosing Party’s expense to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information that is disclosed.
 - 5.6. The Receiving Party acknowledges and agrees that because an award of money damages is inadequate for any breach of this Section 5 by the Receiving Party or any of its Representatives and any such breach would cause the Disclosing Party irreparable harm, in the event of any breach or threatened breach of this Section 5 by the Receiving Party or any of its Representatives, the Disclosing Party is entitled to equitable relief, including injunctive relief and specific performance, without the posting of a bond or other security.
6. Hazardous Substances.

CORE hereby covenants that it will not cause or knowingly permit any hazardous substances to be placed, held, or disposed of in, on or at the County facility, and the that all materials used on the premises shall be necessary and related to the services provided by CORE for persons in need of aid. Nothing contained herein is intended to be nor shall be construed to be any covenant, responsibility or obligation of the County with respect to any environmental condition. Normal cleaning and office products, products used in the normal course of business, universal waste, and household waste are exempted from this exclusion, and shall be used, stored, and disposed of in compliance with all applicable laws.

7. Miscellaneous

- 7.1. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.
- 7.2. Legal Compliance. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be enacted or amended from time to time. If any part of this MOU

is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire MOU into compliance, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

- 7.3. Force Majeure. In the event a party is delayed, hindered or prevented in the performance of this MOU by reason of Force Majeure, defined below, its performance shall be excused for the period of delay. The term “Force Majeure” means: strikes, acts of God, governmental restrictions, epidemics, pandemics or public health crises, war or enemy action or invasion, civil commotion, riot, fire or any other casualty, and extreme weather conditions, which are not reasonably anticipatable, but excluding average or normal rainfall, snow, sleet, ice or wind which may occur during the period of time. Notwithstanding the foregoing, no such circumstance shall constitute “Force Majeure” unless such circumstance is also reasonably beyond the control of the affected party and has a material and adverse effect on such party’s ability to perform its obligations under this MOU and unless and until: (i) the party affected thereby shall have notified the other party by notice given as soon as practicable but in any case not later than ten (10) business days after the affected party has knowledge of the occurrence of any such circumstance; and (ii) the party affected thereby shall have used reasonable efforts to minimize the effects thereof. The parties confirm that they can perform their obligations hereunder notwithstanding the current state (i.e., as of the Effective Date) of the COVID-19 pandemic, which is ongoing as of the Effective Date. In addition to the foregoing, CORE further acknowledges that the nature of its in-kind services to Fulton County is to be provided in natural and man-made disasters where there may exist Force Majeure event, and that CORE will exercise its best efforts to provide its in-kind services where reasonably possible.
- 7.4. Intellectual Property. Each party retains ownership of all materials, equipment, tools, works of authorship and other intellectual property rights it provides or uses in connection with this MOU and nothing in this MOU is intended to effect a transfer or other grant of rights to such items except to the limited extent use is required in the performance of this MOU and, in such case, for the limited purpose or such use.
- 7.5. Use of Name. Except to the extent expressly specified in Exhibit A, neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this MOU or the transactions contemplated hereby, nor use the name, logo or corporate identity of either party or its personnel (including its directors and officers), without the prior written consent of the other party; provided, however, that nothing contained herein shall prevent either party from making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this MOU or the consummation of the transactions contemplated hereby.
- 7.6. Independent Contractor. The parties will at all times act independently, and their relationship will be that of independent contractors. No agency, partnership, joint venture or similar relationship shall be deemed to be created by this MOU. Neither Party has the authority to act on behalf of or bind the other Party. No officer, director, employee, contractor or volunteer retained by a party to perform work on its behalf hereunder shall be deemed to be an employee, agent, or contractor of the other party.
- 7.7. No Transfer, Assignment or Subcontracting. No party may assign this MOU or any rights or obligations under this MOU to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void. Neither party shall subcontract its obligations under this MOU without the prior written approval of the other party.

- 7.8. Notices. Whenever notice is to be served hereunder, service shall be made personally, by facsimile transmission (with such facsimile confirmed by mail), by overnight courier or by registered or certified mail, return receipt requested. Notice shall be effective only upon receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office, by method described above. Any written notices required by this MOU shall be given or sent to the following persons:

If to CORE:

CORE Community Organized Relief Effort
4700 North Point Parkway
Alpharetta, GA 30005
Attn: Area Director

with a copy to:

CORE Community Organized Relief Effort
910 North Hill Street
Los Angeles, CA 90012
Attn: President and Chief Operating Officer

If to County:

Fulton County
141 Pryor Street
Atlanta, GA 30303
Attn: County Manager

with a copy to:

Fulton County Emergency Management
130 Peachtree St SW
Suite G-157
Atlanta, GA 30303
Attn: Emergency Management Director/Chief

with a copy to:

Office of the Fulton County attorney
141 Pryor Street, SW
Suite 4038
Atlanta, GA 30303
Attn: County Attorney

- 7.9. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 3, 4.1-4.3, 5, and 6 shall specifically survive expiration or termination of this MOU.
- 7.10. Entire Agreement; Modification; Interpretation. This MOU represents the entire agreement between the parties and supersedes all other contracts, agreements, representations and understandings between them, whether written or oral, express or implied. This MOU may not be modified or amended except in writing signed by authorized representatives of both parties.

The terms of this MOU are the result of negotiations in which each Party had the opportunity to review and revise any term herein. Consequently, this MOU shall not be construed for or against either party as a result of the manner in which it was drafted.

- 7.11. Dispute Resolution; Governing Law. In the event either party hereto issues a written notice of a dispute arising under this Agreement (each, a “**Dispute**”), representatives of each party will meet to discuss the dispute with the purpose of seeking a resolution to such. If the Dispute is not resolved after twenty (20) days, then senior business executives appointed by each party will meet to discuss and seek a resolution to such dispute. The parties may meet as frequently as they reasonably deem necessary to negotiate such a resolution. If the Dispute is not resolved by the parties within ninety (90) days after the initial notice of Dispute was provided, either party may take any available action under this Agreement, at law or in equity. For clarity, the foregoing shall not be construed to prevent a party from seeking equitable relief at any time before or during such informal dispute resolution process to protect such party’s intellectual property or confidential information. This MOU shall be governed by and interpreted and enforced in accordance with the law of the State of Georgia, without regard to conflict of law provisions.
- 7.12. Severability. If any term or provision of this MOU, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this MOU and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
- 7.13. No Waiver. All waivers must be in writing and signed by the party waiving its rights in order to be effective. The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.
- 7.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a file in Adobe Portable Document Format (PDF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed), with the same force and effect as if such PDF signature page were an original thereof.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this MOU to be effective as of the Effective Date set forth above, which reflects the date the Board of Commissioners approved the MOU.

FULTON COUNTY:

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Tonya R. Grier, Clerk to the
Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Jo,
County Attorney

CORE COMMUNITY ORGANIZED RELIEF EFFORT:

By: _____
Authorized Representatives of CORE

Notary:

EXHIBIT A
RESPONSIBILITIES OF THE PARTIES

This Exhibit A is with reference to the Memorandum of Understanding entered into between CORE Community Organized Relief Effort (“CORE”) and Fulton County (“County”), to which this exhibit is incorporated.

1. Goals and Objectives. The goals and objectives of the parties in connection with this Agreement are as follows: **provision and use of in-kind warehouse and office space.**
2. Primary Contacts. Each party will designate a primary contact and may replace such person on written notice. CORE’s primary contact is **Dedrick Muhammad, Humanitarian Response Program Manager, dedrick.muhammad@coreresponse.org**. County’s primary contact is Emergency Management Director/Chief, matthew.kallmyer@fultoncountyga.gov and 404-612-5660.
3. CORE’s Responsibilities.
 - 3.1. To take temporary possession and use of Pallet Space in the Fulton County Consolidated Warehouse;
 - 3.2. To take temporary possession and use of Loading Dock as same must be coordinated with County Personnel;
 - 3.3. To take temporary possession and use of, at minimum, 11,000 square feet of warehouse and 5,000 square feet of office space, to be designated and identified by County personnel; and
 - 3.4. Maintain all space in clean working condition.
 - 3.5. In Kind Service: Support the Fulton County Emergency Management Agency with CORE resources and staff during the response and recovery phases of manmade/natural disasters or emergencies.
4. County’s Responsibilities.
 - 4.1. To provide temporary possession and use of Pallet Space;
 - 4.2. To provide temporary possession and use of Loading Dock; and
 - 4.3. To provide temporary possession and use of 11,000 square feet of warehouse space, and two offices and 4 cubicles worth of office space.