



CITY COUNCIL SPECIAL CALL MEETING

Awet Eyasu – Mayor

*Jamie Carroll
Ahmed Hassan*

*Laura Hopkins
Debra Johnson*

Robin I. Gomez – City Manager

AGENDA

Friday, August 21, 2020 7:00PM

A. CALL TO ORDER –SPECIAL CALL MEETING

B. ROLL CALL

C. OLD BUSINESS

None

D. NEW BUSINESS

D1) Consider Approving an Intergovernmental Agreement with DeKalb County Regarding Acceptance and Expenditure of Funds under the Federal Cares Act for Covid-19 Relief.

E. ADJOURNMENT

CITY OF CLARKSTON

ITEM NO: D1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:
Special Call

BUSINESS AGENDA / MINUTES

ACTION TYPE:
Resolution

MEETING DATE: AUGUST 21, 2020

SUBJECT: Consider Approving an Intergovernmental Agreement with DeKalb County Regarding Acceptance and Expenditure of Funds under the Federal Cares Act for Covid-19 Relief.

DEPARTMENT: City Administration

PUBLIC HEARING: YES NO

ATTACHMENT: YES NO
Pages:

INFORMATION CONTACT: Robin I. Gomez
PHONE NUMBER: 404-296-6489

PURPOSE:

To discuss approving an Intergovernmental Agreement with DeKalb County to allow for the City's receipt of Federal CARES Act Funds from DeKalb County.

NEED/IMPACT:

On April 24, 2020, DeKalb County received \$125,341,475 in CARES proceeds, which proceeds were based on the population of both incorporated and unincorporated areas of DeKalb County (except the City of Atlanta and the CARES Act authorizes a county recipient of CARES proceeds to transfer a portion of the proceeds to cities that lie within its geographical area. DeKalb County has offered to fairly apportion CARES funds between residents of incorporated and unincorporated areas of the County by distributing CARES funds to municipalities on a per-resident basis.

The Clarkston City Council contemplates approving the Intergovernmental Agreement attached (Exhibit A).

The below schedule lists actual COVID-19 expense by the listed categories through Wednesday, August 19, 2020 and anticipated totals from March 16, 2020 through December 1, 2020:

	ACTUAL	12-1-2020
1. Translation Services	\$ 249.80	\$ 1,000
2. Legal Services	\$ 11,205.00	\$ 17,500
3. Technology equipment/services	\$ 3,290.12	\$ 5,000
4. Police equipment	\$ 9,005.00	\$ 12,000
5. Outdoor equipment-signs, traffic control, etc	\$ 2,727.09	\$ 7,500
6. Cleaning/PPE supplies/materials	\$ 7,631.91	\$ 15,000
7. Food for first responders	\$ 509.42	\$ 1,000
8. Payroll (5% hazard pay)	\$ 24,574.84	\$ 50,000
9. Rental & Mortgage Housing Assistance	\$ 118,698.90	\$ 400,000
10. Payroll-Admin, hours not worked, but paid	\$ 154,139.06	\$ 260,000
11. Workforce Development	\$ 0.00	\$ 100,000
12. Utility Payment Assistance	\$ 0.00	\$ 100,000
	\$ 332,031.14	\$ 969,000

RECOMENDATION

Staff has no recommendation.

RESOLUTION No. _____

**BY THE CLARKSTON CITY COUNCIL TO APPROVE
AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY
REGARDING ACCEPTANCE AND EXPENDITURE OF FUNDS UNDER
THE FEDERAL CARES ACT FOR COVID-19 RELIEF.**

WHEREAS, on April 24, 2020, DeKalb County received \$125,341,475 in CARES proceeds, which proceeds were based on the population of both incorporated and unincorporated areas of DeKalb County (except the City of Atlanta); and

WHEREAS, the CARES Act authorizes a county recipient of CARES proceeds to transfer a portion of said proceeds to cities that lie within its geographical area; and

WHEREAS, DeKalb County has offered to fairly apportion CARES funds between residents of incorporated and unincorporated areas of the County by distributing CARES funds to municipalities on a per-resident basis; and

WHEREAS, DeKalb County has therefore offered to disburse \$1,433,288 in CARES funds to the City of Clarkston pursuant to the Act and the terms of an Intergovernmental Agreement that is not yet finalized.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clarkston that the Council hereby approves the Intergovernmental Agreement attached hereto as Exhibit A and encourages the DeKalb County Board of Commissioners to do the same.

BE IT FURTHER RESOLVED that, to the extent that it is necessary for the City to identify its expenditures of CARES funds in connection with entering into an Intergovernmental Agreement with DeKalb County regarding CARES funds disbursement, the document attached as Exhibit B is hereby approved as the City of Clarkton's anticipated CARES expenditures for 2020.

BE IT FURTHER RESOLVED that the City Manager and City Attorney are hereby authorized to negotiate with DeKalb County to arrive at final agreeable terms for an Intergovernmental Agreement consistent with the terms of this Resolution.

BE IT FURTHER RESOLVED that the Vice Mayor is hereby authorized to execute an Intergovernmental Agreement that is substantially similar in its terms to the document attached hereto as Exhibit A.

SO RESOLVED, this 20th day of August, 2020.

**CITY COUNCIL
CITY OF CLARKSTON, GEORGIA**

Vice Mayor AWET EYASU

ATTEST:

Tracy Ashby, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen Quinn, City Attorney

August 13, 2020

**INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION AND USE
OF PROCEEDS FROM THE CORONAVIRUS RELIEF FUND**

THIS AGREEMENT is made and entered into this ___ day of August, 2020, by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”). This Agreement does not include the City of Atlanta, a portion of which is located in DeKalb County, because the City of Atlanta received payment through the Coronavirus Relief Fund (“CRF”) directly from the United States Treasury.

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities;
and

WHEREAS, the County and the Municipalities seek to administer and distribute services and CRF proceeds in a collaborative manner to comprehensively combat the public health crises and economic impact of the coronavirus pandemic within the County’s geographic area; and

WHEREAS, on April 24, 2020, the County received \$125,341,475 in CRF proceeds, which proceeds were based on the population of both incorporated and unincorporated areas of DeKalb County (except the City of Atlanta); and

WHEREAS, the CARES Act, H.R. 748, 116th Cong. § 5001 (2020) (the “Act”), authorizes local government recipients of CRF proceeds to transfer a portion of said proceeds to political subdivisions that lie within its geographical area, including cities, for necessary expenditures incurred due to the public health emergency, so long as said expenditures meet the criteria of the Act; and

WHEREAS, the County and the Municipalities have reviewed the Act and agreed upon a method to distribute CRF proceeds; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement pursuant to the Act and related guidance published by the Treasury Department; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

August 13, 2020

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (ii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iii) The County is retaining services from the Municipalities to administer and distribute CRF proceeds to ensure a collaborative and comprehensive approach to combating the public health emergency and resulting economic impact;
 - (iv) The County and Municipalities intend to collaborate in making the necessary expenditures incurred due to the public health emergency and other criteria for use of CRF as described in the Act, without duplicating efforts.
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement;
 - (ii) This Agreement is a valid, binding, and enforceable obligation of the Municipality;
 - (iii) Each Municipality's projects funded by CRF proceeds shall comply with the requirements of the Act, as interpreted and clarified by the United States Treasury Department's July 8, 2020 Frequently Asked Questions, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>, and with the CRF Guidance for State, Territorial, Local, and Tribal Governments, dated June 30, 2020, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>, and any subsequent guidance issued by the Treasury Department.
 - (iv) Each Municipality certifies compliance with the Act, as interpreted and clarified by the Treasury Department, by executing this Agreement;
 - (v) Each Municipality shall administer and distribute CRF proceeds to complete the Municipality's portion of the County's collaborative and comprehensive approach to combating the public health emergency and resulting economic impact; and
- (C) It is the intention of the County and Municipalities to comply in all applicable

Commented [BD1]: This carryover language from the SPLOST IGA really isn't applicable. There are no "projects."

respects with the Act.

- (D) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of CRF proceeds. Each Municipality agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report CRF Funds data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Municipality is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

Section 2. Term

All CRF proceeds distributed to the Municipalities from the County must be expended by December 30, 2020 or a later date that is authorized by the Act and/or guidance issued by the Treasury Department.

Section 3. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of December 30, 2020 or an alternative date that is authorized by the Act.

Section 4. County CRF; Separate Accounts; No Commingling

- (A) Each Municipality shall create a special fund to be designated as the “*municipality name*” Coronavirus Relief Fund. Each municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the CRF proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (B) All CRF proceeds shall be maintained by each Municipality in the separate accounts or funds established pursuant to this Section. CRF proceeds shall not be commingled with other funds of the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than CRF proceeds and accrued interest shall be placed in such funds or accounts.

Section 5. Procedure for Disbursement of CRF Proceeds

- (A) Within ten (10) days of the effective date of this Agreement, the County shall disburse to the Municipalities the portion of the CRF proceeds received by the County that will be distributed to the Municipalities in the following agreed amounts:

Commented [BD2]: This doesn't make sense. The Act isn't going to tell the County and the Cities when the term of their agreement should end. To the extent we really need a term, I suggest we just make it December 31, 2021, which should provide more than sufficient time for all the moneys to be expended pursuant to the time frames required by the Act, as interpreted by the Treasury Department.

Commented [BD3]: Need clarification from Law Department. The terms “funds” and “accounts” are used interchangeably and confusingly, but they are different accounting concepts.

CARES Act Coronavirus Relief Fund - Allocation by City		
Recipient	Allocation \$	Pct of City Share
Avondale Estates	354,891	1.09%
Brookhaven	6,300,934	19.32%
Chamblee	3,437,420	10.54%
Clarkston	1,433,288	4.39%
Decatur	2,914,440	8.93%
Doraville	1,164,256	3.57%
Dunwoody	5,597,957	17.16%
Lithonia	264,382	0.81%
Pine Lake	85,519	0.26%
Stonecrest	6,227,098	19.09%
Stone Mountain	712,391	2.18%
Tucker	4,127,920	12.65%

- (B) Upon receipt by a Municipality of CRF proceeds, each Municipality shall immediately deposit said proceeds in accordance with Section 4 of this Agreement. The monies in each fund shall be held and applied in accordance with the Act, which includes oversight, auditing, and reporting, each Municipalities' respective expenses.
- (C) Within 30 days of receipt of funds under this Agreement, each recipient City shall provide by resolution or ordinance a proposed list of spending items to be funded from proceeds under this Agreement.
- (D) Any and all funds distributed by the County pursuant to this Agreement shall be allocated or spent no later than December 1, 2020.

Section 6. Audits and Records Retention

- (A) The County and each Municipality receiving CRF proceeds shall be responsible for the cost of their respective audits. All records and expenditures are subject to, and each Municipality agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General , or its duly authorized representatives or designees. Each Municipality shall maintain adequate records that enable federal officials and auditors to ensure proper accounting for all costs and performances related to this Agreement.

Municipalities that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit

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Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, each such Municipality must submit the audit report to the County.

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, applicable laws, regulations, or the Municipality's obligations hereunder, each Municipality agrees to comply with all applicable State and Federal audit requirements, including proposing and submitting to the State a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Municipality's receipt of the findings.

Each Municipality understands and agrees that the Municipalities must make every effort to address and resolve all outstanding issues, findings or actions identified by federal officials and auditors through the corrective action plan or any other corrective plan. Each Municipality agrees to complete any corrective action within the time period specified by the State, at the sole cost of the Municipality. Each Municipality shall provide to the County, upon reasonable request, information regarding the Municipality's resolution of any audit, corrective action plan, or other compliance activity for which the Municipality is responsible that relates to the CRF proceeds.

- (B) Each Municipality shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the County under this Agreement. Audit trails maintained by the Municipalities will, at a minimum, identify the supporting documentation prepared by the Municipality to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

Each Municipality must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. Each Municipality must retain these records and any supporting documentation for a minimum of seven (7) years after final payment is made using CRF funds; submission of the final expenditure report; or any litigation, dispute or audit related to the CRF proceeds. Records related to real property and equipment acquired with CRF funds must be retained for seven (7) years after final disposition.

Section 7. Repayment of Misused Funds

If the Federal Government, United States Treasury Department, and/or State of Georgia requires the repayment by the County of any of the CRF proceeds due to a violation of the Act by a Municipality, said Municipality shall immediately refund such sums as directed to either the County or to the United States Treasury, as directed by the applicable auditing agency.

Section 8. Notices

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All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the Municipality to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested.

DeKalb County:

Chief Executive Officer
Executive Assistant
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

County Attorney
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

City of Brookhaven:

Mr. Christian Sigman
City Manager
4362 Peachtree Road
Brookhaven, GA 30319

With copy to:

Chris Balch
Balch Law Group
830 Glenwood Ave., SE
Suite 510-220
Atlanta, GA 30316

City of Clarkston:

Robin Gomez
City Manager
1055 Rowland Street
Clarkston, GA 30021-1711

With copy to:

Stephen G. Quinn

City of Avondale Estates:

Patrick Bryant
City Manager
21 N. Avondale Plz.
Avondale Estates, GA 30002-13

With a copy to:

Robert E. Wilson, Esq.
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, GA 30030

City of Chamblee:

Jon Walker
City Manager
5468 Peachtree Road
Chamblee, GA 30341-2398

With copy to:

Joe L. Fowler
Fowler, Hein, Cheatwood &
Williams, P.A.
2970 Clairmont Road, Suite 220
Atlanta GA 30329

City of Decatur:

Andrea Arnold
City Manager
509 N. McDonough Street
Decatur, GA 30030

With copy to:

Bryan Downs

August 13, 2020

Wilson, Morton & Downs LLC
125 Clairmont Ave., Ste. 420
Decatur, GA 30030

Wilson, Morton & Downs LLC
125 Clairemont Ave., Ste. 420
Decatur, GA 30030

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August 13, 2020

City of Doraville:

Christopher Eldridge
City Manager
3725 Park Avenue
Doraville, GA 30340-1197

With copy to:

Cecil C. McLendon, Esq.
3725 Park Avenue
Doraville, GA 30340

City of Lithonia:

LaThaydra Sands
City Administrator
6920 Main Street
Lithonia, GA 30058

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
100 Hartsfield Center Parkway
Suite 400
Atlanta, GA 30354

City of Stone Mountain:

Ms. ChaQuias Miller Thornton
City Manager
875 Main Street
Stone Mountain, GA 30083

With copy to:

Jeffrey M. Strickland
Jarrard & Davis, L.P.
222 Webb Street
Suite 400
Cumming, GA 30040

City of Tucker:

Tami Hanlin
City Manager
1975 Lakeside Pkwy
Suite 350
Tucker, GA 30084

City of Dunwoody:

Eric Linton
City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30346

With copy to:

Cecil McLendon, Esq.
4800 Ashford Dunwoody Road
Dunwoody, GA 30346

City of Pine Lake:

Valerie Caldwell
City Manager
425 Allgood Rd.
Pine Lake, Georgia 30072

With copy to:

Susan Moore
2367 N. Decatur Rd
Decatur, GA 30030

City of Stonecrest:

Plez Joyner
Deputy City Manager
3120 Stonecrest Blvd.
Stonecrest, GA 30038

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
100 Hartsfield Center Parkway

Atlanta, GA 30354

August 13, 2020

With copy to:

Brian Anderson
Anderson Legal Counsel
1975 Lakeside Pkwy
Suite 350
Tucker, GA 30084

Section 9. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the CRF. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said CRF. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 10. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 11. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 12. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State and Federal law applicable to the use of the CRF proceeds, specifically including the Act.

Section 13. Defense and Hold Harmless

Each Municipality shall be responsible from the execution date or from the time of receipt of its share of the CRF proceeds, whichever shall be the earlier, for all injury or damage of any kind resulting from receipt or use of its share of the CRF proceeds. To the extent allowed by law, the Municipality shall defend and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Officials,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Agreement by the Municipality or by conditions created thereby or arising out of or any way connected with receipt or use of its share of the CRF proceeds under this Agreement, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Notwithstanding any language or provision in this Agreement, the Municipality shall not be required to indemnify or defend any County Official against claims, actions, or expenses based upon or arising out of the County Officials’ sole negligence. As between the County Officials and the Municipality as the other party, the Municipality shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Municipality’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the Municipality’s receipt and use of its share of the CRF proceeds under this Agreement, or caused by or resulting from any error, omission, or the negligent or intentional act of the Municipality, its vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. To the extent allowed by law, the Municipality shall defend and hold harmless the County Officials from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Municipality expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Officials, where such claim or action involves, in whole or in part, the Municipality’s receipt and use of its share of the CRF proceeds, whether such claims or actions are rightfully or wrongfully brought or filed. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement. The parties’ obligations pursuant to this Section shall survive any termination or expiration of this Agreement. In the event any Municipality undertakes any duty to defend the County under this Agreement, or if a Court or Arbitrator orders any Municipality to undertake defense of any such claim, such Municipality shall have the sole right and option to select and retain counsel to defend such claim or allegation and any counsel selected or chosen by the County, shall have no right or ability to look to such Municipality for payment of fees or expenses related to any litigation, claim, or other obligation.

The duties and obligations of the Municipalities under this Section shall only apply to the extent such duties and obligations are allowed by law. Nothing contained in this Agreement shall be construed to be a waiver of a Municipality’s sovereign immunity or any individual’s qualified, good faith or official immunities. Ratification of this Agreement by a majority of a Municipality’s City Council shall authorize its Mayor to execute this Agreement on behalf of such Municipality.

Section 14. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the Municipality or Municipalities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.
- (B) The arbitration shall be governed by the laws of the State of Georgia, including the Rules of Evidence.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 15. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 16. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

August 13, 2020

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August 13, 2020

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

_____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

August 13, 2020

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

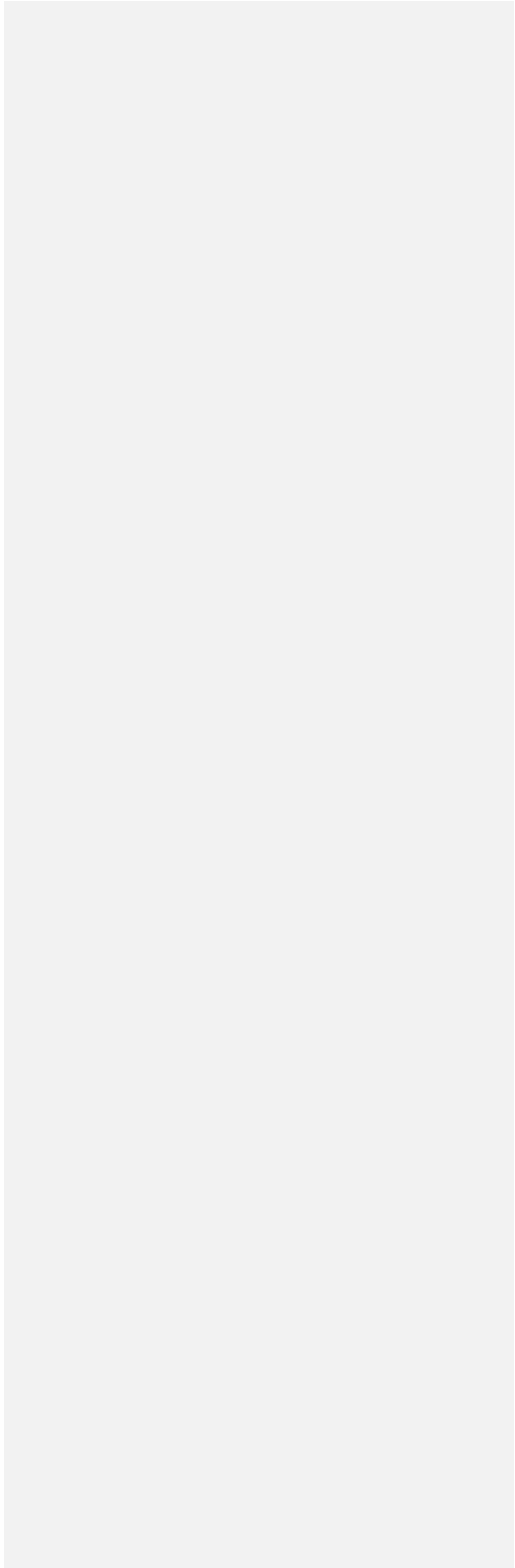
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



August 13, 2020

CITY OF BROOKHAVEN, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

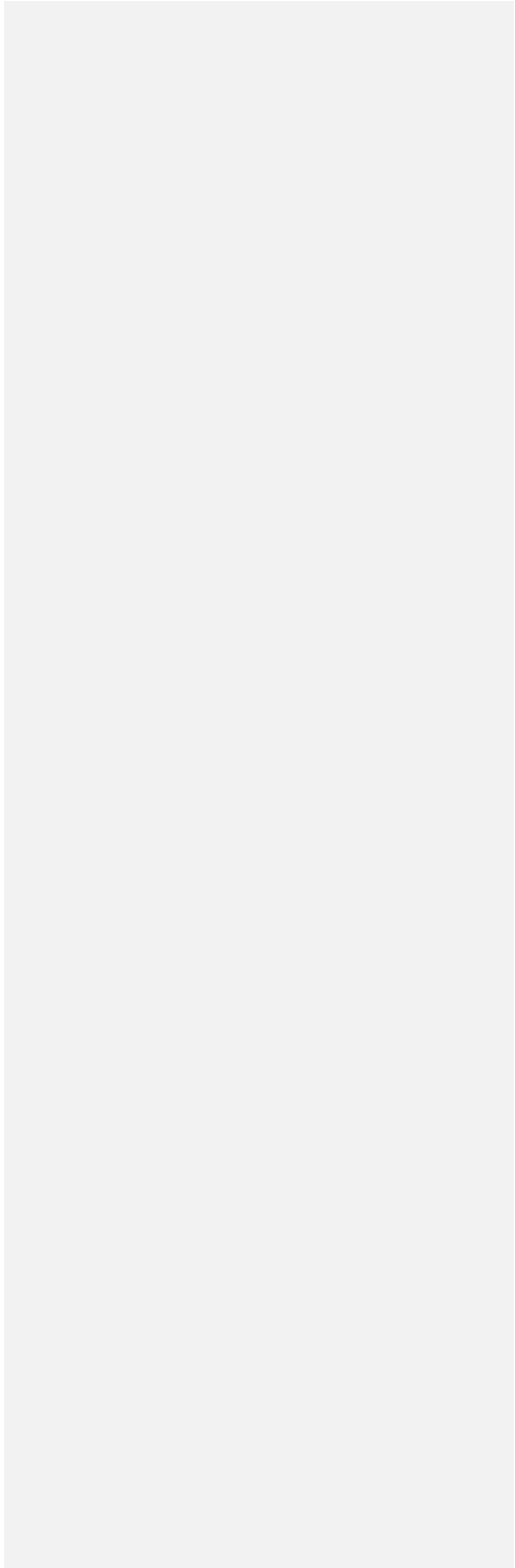
APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

City Manager

City Attorney

DRAFT



August 13, 2020

CITY OF CHAMBLEE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

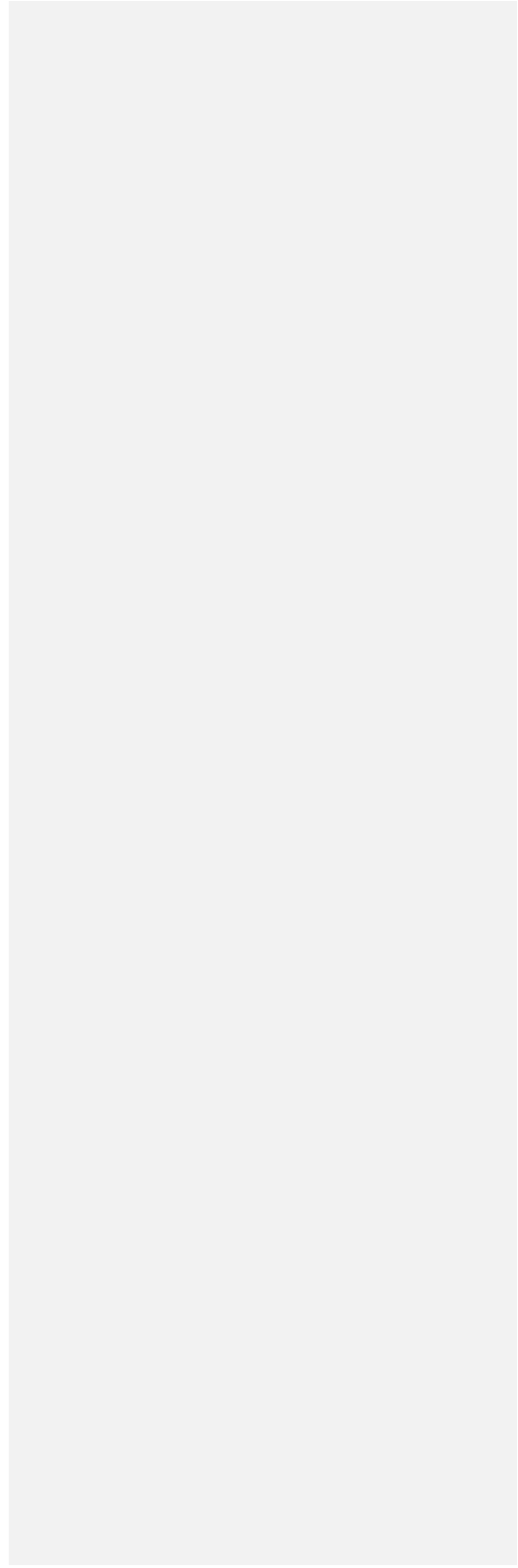
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



August 13, 2020

CITY OF CLARKSTON, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

August 13, 2020

CITY OF DECATUR, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

August 13, 2020

CITY OF DORAVILLE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT

August 13, 2020

CITY OF DUNWOODY, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

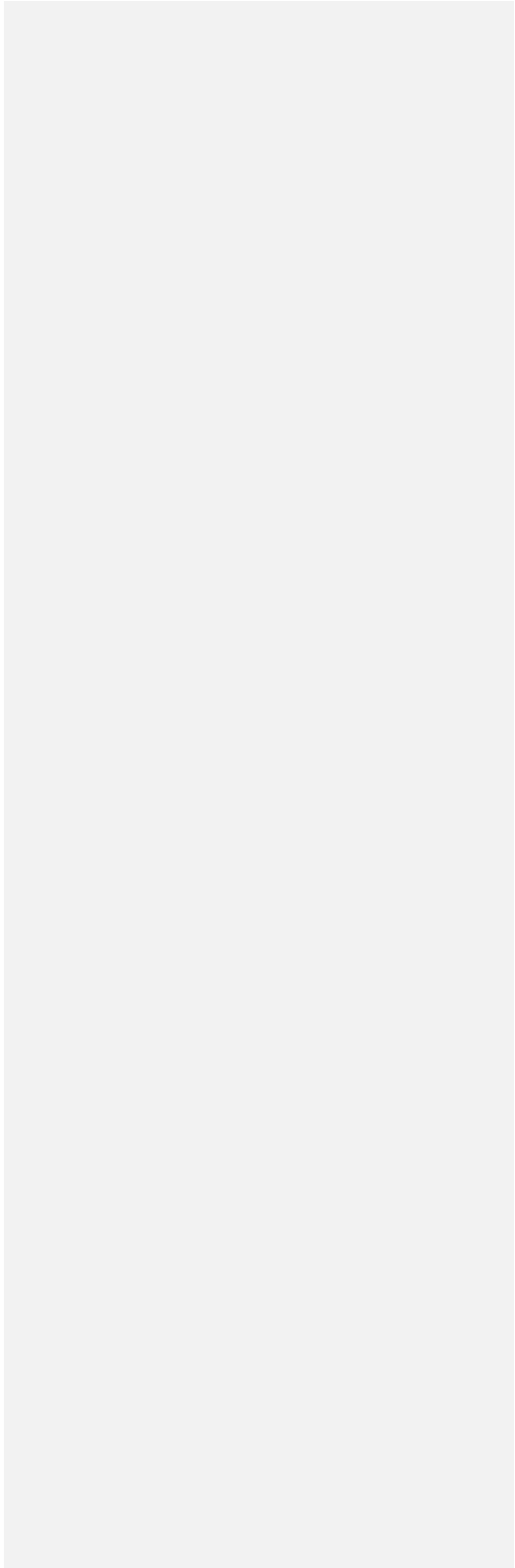
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



August 13, 2020

CITY OF LITHONIA, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

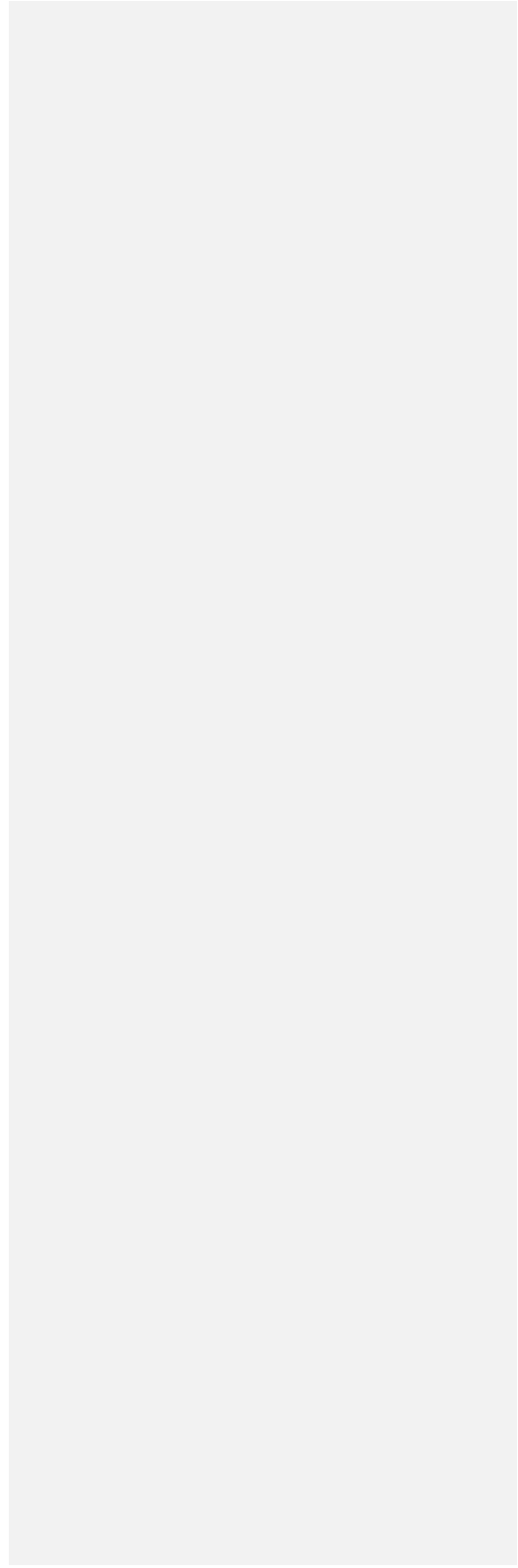
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



August 13, 2020

CITY OF PINE LAKE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

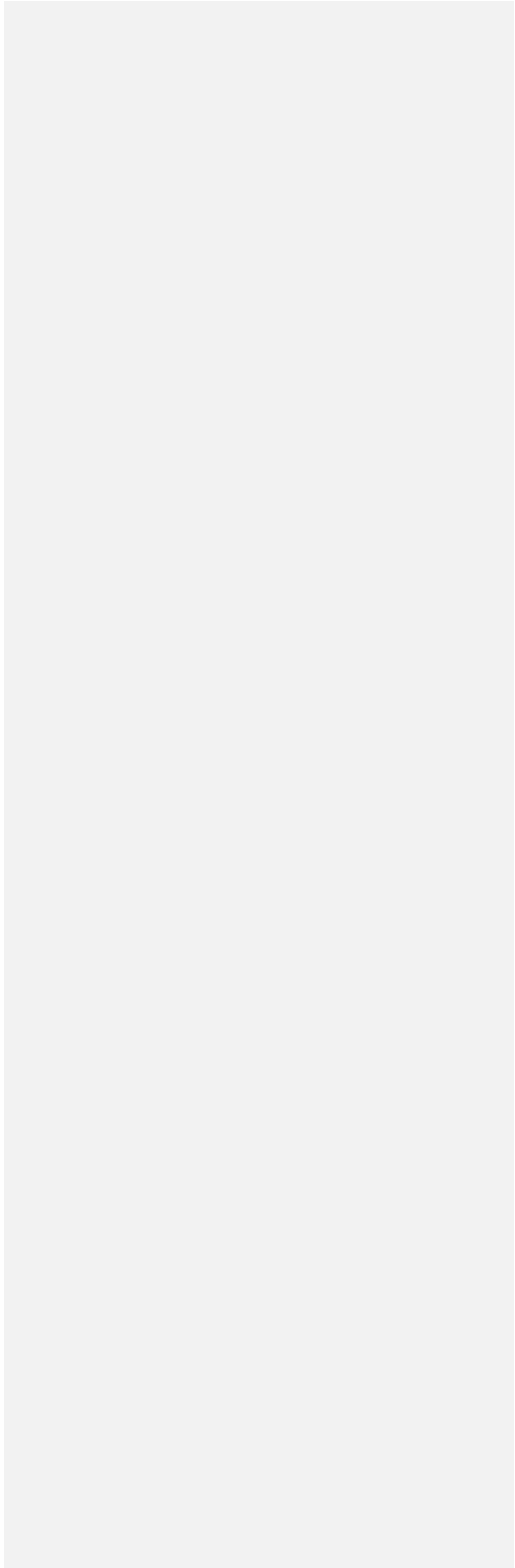
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



August 13, 2020

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____(SEAL)

Mayor

Municipal Clerk

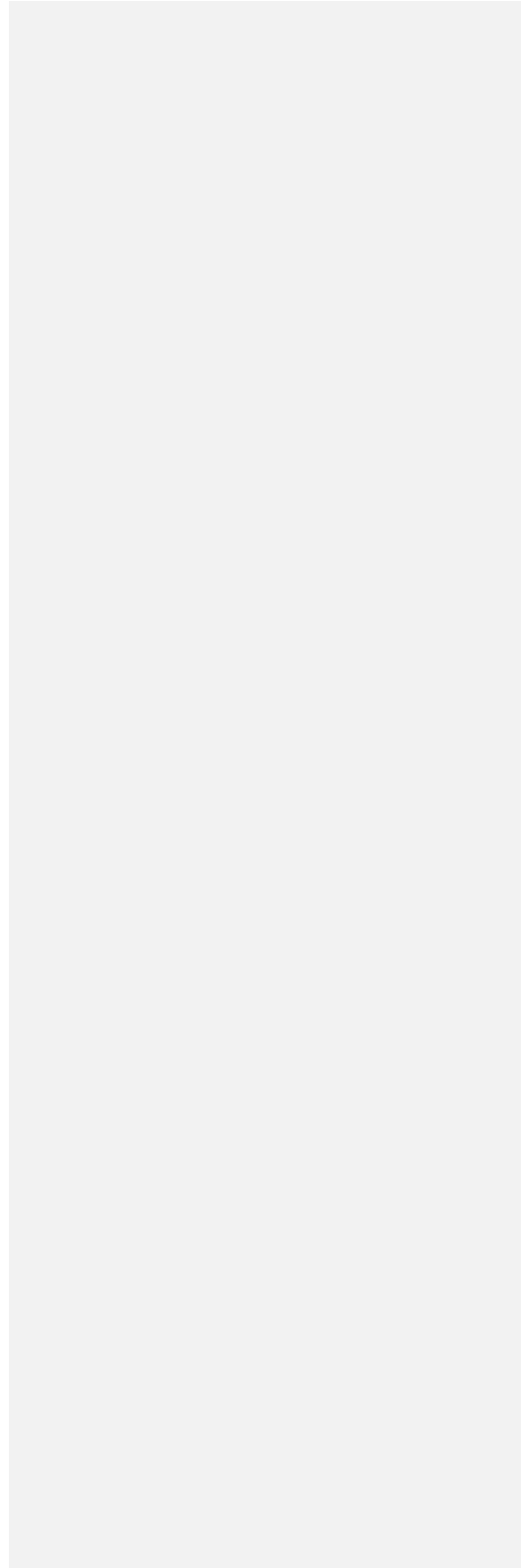
APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

DRAFT



CITY OF STONECREST, GEORGIA

Attest:

_____(SEAL)

Mayor

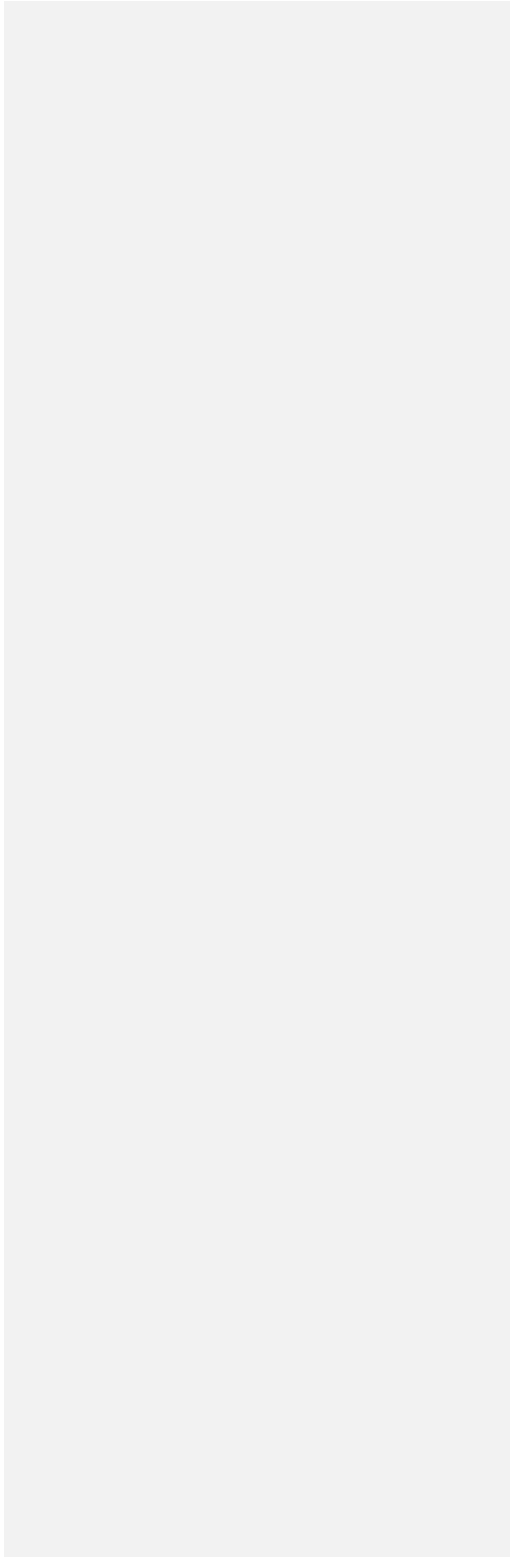
Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney



CITY OF TUCKER, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

