

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2011 - 85

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COOPERATIVE EXTENSION AND THE OFFICE OF THE VICE PRESIDENT FOR PUBLIC SERVICE AND OUTREACH ON BEHALF OF THE UNIVERSITY OF GEORGIA, ("UGA PARTNERS OF ARCHWAY PARTNERSHIP PROJECT") PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH THE DEVELOPMENT AND IMPLEMENTATION OF THE CLAYTON COUNTY ARCHWAY PARTNERSHIP PROJECT WILL BE ADMINISTERED; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND OTHERWISE TO PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THE RESOLUTION; TO AUTHORIZE THE FINANCE DIRECTOR TO PROVIDE FOR IN THE FISCAL YEAR 2012 BUDGET AN APPROPRIATE REVENUE SOURCE AND EXPENSE, AND TO TRANSFER ANY REQUIRED MATCH OF LOCAL FUNDS, ALL AS MAY BE REQUIRED UNDER THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the Clayton County Board of Commissioners (the "County") desires to participate along with other community municipalities and organizations, (the "Participants") in developing and implementing the Clayton County Archway Partnership Project which will focus on community and economic development issues for Clayton County with an expectation of extending the project beyond year one; and

WHEREAS, the total cost of the Archway Partnership Project from July 1, 2011 until June 30, 2012 will be approximately \$252,500.00 with the Participants' financial contribution totaling \$92,500.00; and

WHEREAS, the County's financial obligation will be \$25,000.00; and

WHEREAS, the Board of Commissioners deems it in the best interest of Clayton County; and the County will best be served by entering into the Memorandum of Understanding as contemplated therein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

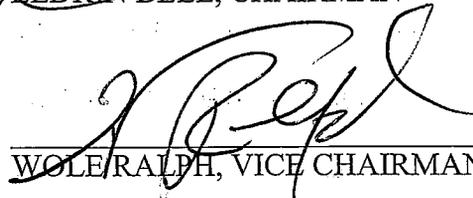
Section 1. The Board of Commissioners hereby authorizes the County to enter into a Memorandum of Understanding with community participants and the Cooperative Extension and the Office of the Vice President for Public Service and Outreach on behalf of the University of Georgia, ("UGA Partners of Archway Partnership Project") providing for the terms and conditions under which the development and implementation of the Clayton County Archway Partnership Project will be administered. The Board of Commissioners hereby authorizes the Chairman to execute the Memorandum of Understanding and to perform all other acts necessary to accomplish the intent of this Resolution. Further, the Board of Commissioners hereby authorizes the Director of Finance to provide for in the Fiscal Year 2012 Budget an appropriate revenue source and expense, and to transfer any required match of local funds, all as may be required under the terms of the Memorandum of Understanding. The Memorandum of Understanding shall be in substantially the form attached hereto, subject to such minor changes, insertions or deletions as the Chairman of the Board of Commissioners may approve.

Section 2. This Resolution shall be effective on the date of its approval by the Board of Commissioners.

SO RESOLVED, this the 7th day of June, 2011.

CLAYTON COUNTY BOARD OF COMMISSIONERS


ELDRIN BELL, CHAIRMAN

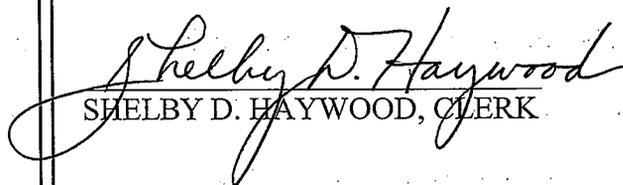

WOLE RALPH, VICE CHAIRMAN


GAIL B. HAMBRICK, COMMISSIONER


SONNA SINGLETON, COMMISSIONER


MICHAEL EDMONDSON, COMMISSIONER

ATTEST:


SHELBY D. HAYWOOD, CLERK

**MEMORANDUM OF UNDERSTANDING
Clayton Archway Partnership**

This agreement is made and entered into in the year 2011 with an effective date of July 1, 2011 by and between:

**Clayton County Board of Commissioners hereinafter referred to as the "County";
Clayton County Public Schools hereinafter referred to as the "Schools";
Clayton State University hereinafter referred to as "CSU",
Clayton County Chamber of Commerce hereinafter referred to as "Chamber";
Southern Regional Medical Center hereinafter referred to as "Hospital";
Clayton County Public Health hereinafter referred to as "Health";
City of College Park hereinafter referred to as "College Park";
City of Forest Park hereinafter referred to as "Forest Park";
City of Lovejoy hereinafter referred to as "Lovejoy";
City of Morrow hereinafter referred to as "Morrow"; and
City of Riverdale hereinafter referred to as "Riverdale",
collectively referred to hereinafter as the "Clayton Partners";**

And the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Archway Partnership ("UGA Archway Partnership"). Cooperative Extension ("CE"); and Office of the Vice President for Public Service and Outreach ("VPPSO"), collectively referred to hereinafter as the "UGA Partners".

All parties stated above (County, Schools, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, Riverdale, CE and VPPSO) are considered "Participants" in the Clayton Archway Partnership ("Clayton Archway Partnership").

WHEREAS, Participants agree to cooperate in the development and implementation of the Clayton County Archway Partnership focusing on community and economic development issues for Clayton County with an expectation of extending the Clayton Archway Partnership for multiple years.

WHEREAS, Participants agree to the creation of a Clayton County Archway Partnership Executive Committee to offer the Clayton County Partners suitable representation and influence into the strategic planning and management of the Clayton Archway Partnership.

NOW THEREFORE the parties agree as follows:

SECTION I

The UGA Partners shall:

1. Employ and supervise up to two faculty members and one administrative assistant (hereinafter the "Archway Partnership Staff").
2. Establish minimum qualifications, certify the qualifications, and determine the total salary the Archway Partnership Staff is to be paid.

3. Agree to perform evaluations of the Archway Partnership Staff performance. Actions taken, if any, shall be communicated to the Executive Committee.
4. Have the right to terminate or transfer Archway Partnership Staff for any reason. In either case, a replacement will be selected following the procedure described in Paragraph 2 above. Should Archway Partnership Staff be terminated, nothing herein shall obligate UGA Partners to retain Archway Partnership Staff for any period of time.
5. Keep an accurate record of all funds received and disbursed under this agreement including all supporting documents. The UGA Partners shall retain such records for a period of three (3) years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records bearing upon payments under this agreement until the expiration of three (3) years after final payment and grants the jurisdictions access, and the right, to examine such records.
6. Provide Archway Partnership Staff with access to office equipment, supplies, publications and/or other educational materials commensurate with that of similarly situated VPPSO and/or CE faculty and support staff members.
7. Pay a portion of the salary (see Section III, Paragraph 3, below) and associated benefits of faculty at a rate in compliance with the Board of Regents and the UGA Office of the VPPSO and CE salary administration policies.
8. Report to the Executive Committee at regular intervals on the nature of the Clayton County Archway Partnership and progress being made.

SECTION II

The Clayton Partners shall:

1. Agree to recognize the UGA Partners as their institutional partner and provide appropriate recognition of this collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
3. Agree to permit UGA Partner Faculty Members to cooperate with the implementation and administration of educational opportunities for the students of the University of Georgia whenever possible.
4. Agree to make available to the UGA Partners any research/study findings and results that may be realized as a result of this Agreement.

SECTION III

Participants Mutually Agree:

1. The total cost of the Clayton Archway Partnership from July 1, 2010 until June 30, 2011 will be approximately \$252,500.00.
2. The Participants are committed to the following funding of the Clayton Archway Partnership from July 1, 2010 until June 30, 2011 as stated below:

a.	UGA Partners	\$160,000.00
	Cooperative Extension	\$80,000.00
	Office of the VPPSO	\$80,000.00
b.	Clayton Partners	\$92,500.00
	Clayton County Board of Commissioners	\$25,000.00
	Clayton County Public Schools	\$20,000.00
	Clayton State University	\$7,500.00
	Clayton County Chamber of Commerce	\$5,000.00
	Southern Regional Medical Center	\$5,000.00
	Clayton County Public Health	\$5,000.00
	City of College Park	\$5,000.00
	City of Forest Park	\$5,000.00
	City of Lovejoy	\$5,000.00
	City of Morrow	\$5,000.00
	City of Riverdale	\$5,000.00

3. Expenditures for the \$252,500 budget for July 1, 2011 to June 30, 2012 are anticipated to be:

Personal Services	60%
Contracting Higher Education Resources (faculty and students)	25%
Travel and Operating	15%

4. The Clayton Partners will pay the UGA Archway Partnership a FIXED FEE of \$92,500.00; the CE will pay the UGA Archway Partnership a FIXED FEE of \$80,000.00; and the Office of the VPPSO will pay the UGA Archway Partnership a FIXED FEE of \$80,000.00. UGA Archway Partnership shall send an invoice to each of the Clayton Partners. The full amount is due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Chairman Eldrin Bell
Clayton County Board of Commissioners
112 Smith Street
Jonesboro, GA 30236

Dr. Edmond Heatley, Superintendent
Clayton County Public Schools

1058 Fifth Ave.
Jonesboro, GA 30236

Dr. Tim Hynes, President
Clayton State University
2000 Clayton State Boulevard
Morrow, GA 30260

Yulonda Beauford, President
Clayton County Chamber of Commerce
2270 Mt. Zion Road
Jonesboro, GA 30236

Jim Crissey, Vice President
Facilities and Support Services
Southern Regional Medical System
11 Upper Riverdale Rd SW
Riverdale, GA 30274

Dr. Alpha Bryan, District Health Director
Clayton County Public Health
1117 Battle Creek Road
Jonesboro, GA 30236

Mayor Jack P. Longino
City of College Park
3667 Main Street
College Park, GA 30337

Mayor Corine Deyton
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

Mayor Joseph L. Murphy
City of Lovejoy
2601 Steele Road
Lovejoy, GA 30250

Mayor Jim Millirons
City of Morrow
1500 Morrow Road
Morrow, GA 30260

Mayor Evelyn Wynn-Dixon
City of Riverdale
6690 Church Street
Riverdale, GA 30274

5. Archway Partnership Staff salaries shall be paid from the funding delineated in Section III, Paragraph 3, above.
6. To the formation of the Clayton Archway Partnership Executive Committee who shall perform the following functions:
 - a. Be responsible for sending the Clayton County Partners portion of the funding for the Archway Partnership to the UGA Archway Partnership.
 - b. Provide guidance and concurrence on the appointment and/or hiring of Archway Partnership Staff. Appointments/hiring of Archway Partnership Staff shall be subject to the joint approval of the UGA Partners and the Executive Committee.
 - c. Notify the UGA Partners of the Archway Partnership if the work of any faculty is unsatisfactory to the Clayton Archway Executive Committee.
 - d. Evaluate the financial support of the Clayton Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of the Archway Partnership of these adjustments by April 30, 2012.
 - e. Agree to locate the Archway Partnership Staff office within the Clayton County Extension Office in facilities that are adequate and appropriate for the program.
7. This Contract/Memorandum shall take effect July 1, 2011 after execution by Participants.
8. The terms of this Agreement shall be from July 1, 2011 until June 30, 2012. Either party (UGA Partners or Clayton Partners) may terminate this Agreement by written notice of such intent provided ninety (90) days in advance.
9. This Agreement may be modified by mutual written agreement of the parties hereto.
10. This Agreement may be renewed annually by mutual written agreement of all parties.
11. Archway Partnership Staff shall remain University of Georgia employees, subject to all applicable university guidelines and policies, and shall not be employees of County, Schools, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, or Riverdale while performing this service and will not be entitled to fringe benefits normally accruing for employees of County, Schools, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, or Riverdale.
12. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Chairman, Clayton County Board of Commissioners

Date

Superintendent, Clayton County Public Schools

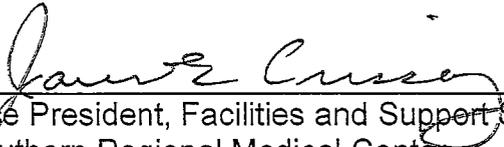
Date

President, Clayton State University

Date

President, Clayton County Chamber of Commerce

Date



Vice President, Facilities and Support Services
Southern Regional Medical Center

5/9/11
Date

District Health Director, Clayton County Public Health

Date

Mayor, City of College Park

Date

Mayor, City of Forest Park

Date

Mayor, City of Lovejoy

Date

Mayor, City of Morrow

Date

Dr. Evelyn Turner
Mayor, City of Riverdale

Date

Neil Hank
Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Director of Archway Partnership

3/22/11
Date

Beverly Sparks
Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Associate Dean for Extension, Cooperative Extension

3-28-11
Date

Shirley
Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Vice President for Public Service and Outreach

3/29/11
Date