

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO. R20-1197

A RESOLUTION OF THE CITY OF STOCKBRIDGE, GEORGIA (CITY) TO AUTHORIZE THE EXECUTION OF THE CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS AGREEMENT; TO AUTHORIZE THE ACCEPTANCE OF GRANT PAYMENTS, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED WITHIN SUCH AGREEMENT; TO DIRECT AND AUTHORIZE THE PERSON IDENTIFIED AS THE OFFICIAL REPRESENTATIVE OF THE CITY, OR THE DESIGNEE OF THE CITY TO ACT IN CONNECTION WITH THE GRANT APPLICATION; AND TO PROVIDE SUCH ADDITIONAL INFORMATION AS MAY BE REQUIRED.

WHEREAS, in an effort to mitigate the effects of COVID-19, the United States government has made available grant funding through the Coronavirus Relief Fund (CRF) to the State of Georgia, which was established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act);

WHEREAS, Governor Brian P. Kemp has authorized the sharing of CRF allocations and disbursements in a phased, measure approach with local governments across the State of Georgia;

WHEREAS, Governor Kemp has acknowledged the critical need that such CRF funding be released to local governments experiencing immediate need as quickly as possible and has directed the Governor's Office of Planning and Budget (OPB) to coordinate with local governments to achieve allocation and disbursement of such CRF funding;

WHEREAS, OPB has created and will administer a grant management system, GeorgiaCARES, which local governments, including the City shall utilize in order to received allocations and disbursements of CRF funding; and

WHEREAS, the OPB and the State of Georgia, require formal, official action of the City governing authority to that the CRF funding may be disbursed to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA:

Section 1. Execution of Coronavirus Relief Fund (CRF) Terms and Conditions. The Mayor and Council hereby authorize the execution, delivery, and performance of the Coronavirus Relief Fund (CRF) Terms and Conditions (Agreement) in substantially the form attached hereto as a composite Exhibit A and the acceptance of payments, including all understandings and assurances contained herein.

Section 2. Other Actions Authorized. The City hereby directs and authorizes the Mayor or the designee of the Mayor to act in connection with the Grant application and to provide such additional information as may be required by OPB, federal, or state government.

Section 3. City Attorney. The City, by and through its governing authority, hereby acknowledges that it has had its legal counsel review the Agreement and that the members of the governing authority itself have reviewed the Agreement and further acknowledge that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Section 4. Repealer. All motions, orders, ordinances, bylaws, resolutions, and parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

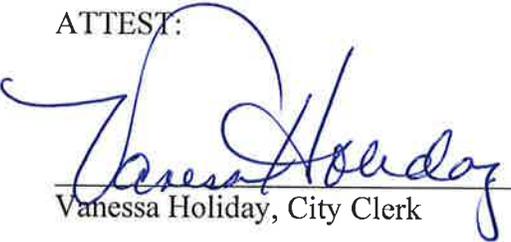
Section 5. Effective Date; Severability. This resolution shall become effective immediately, and should the Agreement have been executed by the Mayor or designee before the effective date of this resolution, then this resolution shall stand as an official act of the governing authority of the City approving of such execution of the Agreement. If any section, paragraph, clause, or provision hereof be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE this 25th day of August, 2020.



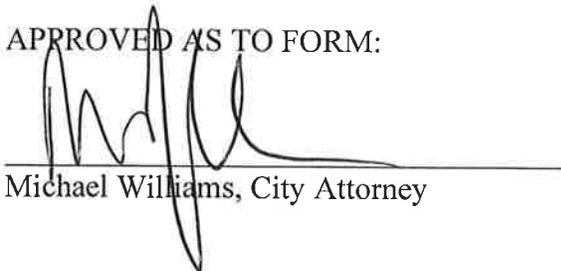
Anthony S. Ford, Mayor

ATTEST:



Vanessa Holiday, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael Williams, City Attorney

COOPERATION AGREEMENT

(City of Stockbridge – Henry County Chamber of Commerce)

THIS COOPERATION AGREEMENT (“Cooperation Agreement”) is made and entered into as of the 27th day of August, 2020, by and between the **CITY OF STOCKBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and the **HENRY COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia nonprofit corporation (the “Chamber”).

RECITALS

WHEREAS, the City has received \$1,565,405.00 from the State of Georgia Department of Accounts as authorized by the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act for the Coronavirus Relief Funds (the “CARES Act Funds”);

WHEREAS, the Chamber is seeking to provide grants to small for-profit businesses and nonprofit businesses physically located in the City of Stockbridge and affected by COVID-19; and

WHEREAS, the City and the Chamber desire to set forth the terms and conditions upon which the City will provide \$1,300,000 of the Cares Act Funds to the Chamber to enable it to provide grants to small for-profit businesses and nonprofit businesses physically located in the City of Stockbridge and affected by COVID-19.

AGREEMENT

NOW, THEREFORE, in consideration of the public benefits to accrue to the City and its citizens from an appropriation of funds to the Chamber, and of the mutual covenants hereinafter set forth, the Chamber and the City hereby agree as follows:

1. Authorization of Expenditure and Appropriation of Funds. The City hereby appropriates and authorizes the expenditure of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) of the CARES Act Funds to the Chamber for the purpose of allowing the Chamber to provide grants to small for-profit businesses and nonprofit businesses physically located in the City of Stockbridge and affected by COVID-19 (the “CARES Fund Grants”).

2. Conditions; Chamber Obligations. The CARES Fund Grants shall be administered generally in accordance with the Chamber’s “City of Stockbridge Coronavirus Relief Fund Grant Program”, a copy of which is attached hereto as **Exhibit A**, and shall be disbursed on or before December 30, 2020. If the Chamber determines that it needs to make any substantive changes to the “City of Stockbridge Coronavirus Relief Fund Grant Program” with respect to the CARES Fund Grants, such changes shall require the consent of the City Manager of the City of Stockbridge. In the event the State of Georgia, or any arm thereof, disapproves of the City of Stockbridge Coronavirus Relief Fund Grant Program, this agreement shall become null and void and any funds then held by the Chamber shall be returned to the City. Any CARES Act Funds

transferred to the Chamber but not disbursed to grant recipients or otherwise used in accordance with this Cooperation Agreement on or prior to December 30, 2020, shall be returned to the City immediately for return to the State of Georgia.

3. Non-Discrimination. In carrying out this Cooperative Agreement, the Chamber and City agree to utilize their respective best efforts not to discriminate against any party because of race, color, religion, sex, age or national origin. The Chamber shall seek the commitment from each applicant that any individual or entity participating in this grant program shall treat their respective employees, independent contractors and/or agents without regard to race, color, religion, sex, age or national origin, in regard to, including, but not limited to, issues regarding employment, promotion, demotion, termination, compensation and/or selection for training and/or apprenticeship.

4. Applicable Law. This Cooperation Agreement and the performance hereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia. In the event of litigation hereunder, venue shall be in Henry County.

5. Notices. All notices or other communications required or desired to be given with respect to this Cooperation Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or by reputable overnight carrier (such as Federal Express) and properly addressed as provided below. Each notice given by mail or overnight carrier shall be deemed to be given by the sender when received or refused by the party intended to receive such notice; each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the party intended to receive such notice or when such party refuses to accept delivery of such notice. Upon a change of address by either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been received.

If to the Chamber:

Henry County Chamber of Commerce
1709 GA-20
McDonough, GA 30253
Attention: Executive Director

If to the City:

Attention: City Manager
Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, GA 30281

6. Binding on Successors in Interest. This Cooperation Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto;

provided, however, that in no event may this Cooperation Agreement or any of the rights, benefits, duties or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give.

7. Entire Agreement. This Cooperation Agreement constitutes the final, complete and exclusive written expression of the intents of the parties with respect to the subject matter hereof which will supersede all previous communications, representations, agreements, promises or statements.

8. Severability. If any one or more of the provisions contained in this Cooperation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Cooperation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

9. Amendment, Modification, Alteration. No amendment, modification or alteration of the terms of this Cooperation Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the parties herein.

10. Headings. The titles of articles and sections of this Cooperation Agreement are for reference purposes only and shall be of no binding effect.

11. Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Cooperation Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Cooperation Agreement.

12. Compliance with Laws. The parties shall comply with all applicable laws, ordinances and regulations with regard to any work, use, construction, and operation done or conducted with regard to this Cooperation Agreement.

13. Rights and Remedies Cumulative. The rights and remedies provided by this Cooperation Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Chamber to Execute Agreement. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cooperation Agreement and to perform its duties under this Cooperation Agreement; the person executing this Cooperation Agreement on its behalf has the Chamber to do so; upon execution and delivery of this Cooperation Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cooperation Agreement does not violate any bylaw, charter, regulation, law or other governing Chamber of the party.

15. Counterparts. This Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

16. Mutual Indemnification. The Chamber's undertakings herein are part of its nonprofit mission to support and improve the business community of Henry County, and to improve its quality of life (and, in particular, as to this agreement, within the City of Stockbridge). To the greatest extent possible permitted by law, the parties agree to release and hold each other harmless in regard to any claim, suit or assertion of misfeasance, malfeasance and/or nonfeasance resulting from, or in regard to, such party's good faith actions in regard to matters covered by this agreement, except in the event of intentional and/or grossly negligent conduct.

17. No Third Party Beneficiaries. This Cooperation Agreement is intended solely for the benefit of the parties hereto. This Cooperation Agreement is not intended and shall not be construed to benefit or create any rights for any third party. It is the express intent of the parties hereto that there be no third party beneficiaries hereof.

[Remainder of page left intentionally blank.]

HENRY COUNTY CHAMBER OF
COMMERCE

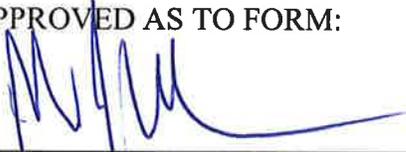
By: 

CITY OF STOCKBRIDGE, GEORGIA

By: 

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

EXHIBIT A

City of Stockbridge Coronavirus Relief Fund Grant Program

GRANT PRODUCTS FOR BUSINESSES AND NONPROFITS THAT FACED OPERATIONAL INTERRUPTION AS A RESULT OF COVID-19

Grant funds will be available to small for-profit businesses and nonprofits physically located in the City of Stockbridge affected by COVID-19. Applicants will be required to demonstrate that they were operational pre-COVID-19, and that they are suffering negative impacts from COVID-19 closures. Funds are meant to reimburse businesses for the costs of business interruption caused by required closures due to COVID-19.

What grants can be used for:

- Working capital necessary to resume business operations
- Equipment related to COVID-19 disruptions, including personal protective equipment (PPE) and devices necessary for mobile/remote business operations
- Inventory related to COVID-19 disruptions
- Unpaid rent resulting from COVID-19 disruptions
- Other business-critical operating expenses (including premises sanitization) necessary due to COVID-19

Basic Business Eligibility Criteria (see attached application for full criteria):

- Be headquartered within Stockbridge city limits with an occupational tax certificate
- Employ 20 or fewer employees
- Have been established before Jan. 1, 2020
- Have been affected by the COVID-19 pandemic
- Not be currently engaged in bankruptcy proceedings
- Proof of expenses and/or invoices to be paid

Rent Relief Grants

- Available for nonprofits to assist needy families unable to pay rent due to COVID-19 disruptions
- Families must be residents of Stockbridge

An oversight committee appointed by the City shall provide oversight to the Chamber's administration of the grant program.