

Request for Board of Commissioners' Action

From: Faye Hughes, County Administrator **Date:** August 3, 2018

Subject: DCA Memorandum of Agreement -Grant **Item Number:** VIII-D

From: Brian Johnson

Subject: Agreement for Special Grant: Cook County

Greetings!

Attached please find an agreement for the awarding of a one-time grant from the Georgia Department of Community Affairs (DCA) to offset losses in local option sales tax revenue resulting from federal spending requirements. Please print the agreement and have your Chief Elected Official print and sign it for return to DCA.

***We are asking that you scan the signed document and email it back to me at brian.johnson@dca.ga.gov.** We will return to you a copy of the fully executed agreement with Commissioner Nunn's signature for your records.

Once we have an executed copy of the agreement, we will disburse the funds directly to the account you have on file with the Georgia Department of Revenue for the disbursement of special purpose local option sales tax revenue.

For reference, the links below will take you to press releases issued by the Georgia Department of Revenue and the Governor's Office related to this grant funding.

<https://dor.georgia.gov/press-releases/2018-06-01/department-revenue-stop-collection-certain-local-sales-and-use-taxes>

<https://gov.georgia.gov/press-releases/2018-06-04/deal-announces-28-million-local-government-airport-sponsors>

Thank you,

Brian Johnson

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

Memorandum of Agreement

Georgia Department of Community Affairs and Cook County Board of Commissioners

THIS AGREEMENT is made by and between the Georgia Department of Community Affairs, having principal offices at 60 Executive Park South, NE, Atlanta, GA 30329 (hereinafter referred to as "DCA") and Cook County Board of Commissioners 1200 S Hutchinson Avenue Adel, GA 31620 (hereinafter known as "Jurisdiction") Cook County Board of Commissioners is eligible to receive funding designated by the Georgia General Assembly and incorporated into the approved FY18 amended budget by same, in a one-time grant from DCA to offset losses in local sales tax revenue resulting from federal spending requirements.

In consideration of the mutual premises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

1.1 "One-time grant" shall mean an amount as determined with respect to the Jurisdiction's sales tax revenues from local jet fuel taxation.

2. Term

The term of this Agreement shall commence upon execution and end on December 31, 2018.

3. Compensation

3.1 DCA will disburse the amount of **\$1,854.00** in a one-time payment to the Jurisdiction. Such disbursement shall be made within 30 days of receipt of the executed agreement provided all compliance requirements outlined in Section 4 of this agreement are met at the time of disbursement.

The executed agreement shall be received by the person denoted below **no later than June 21, 2018**:

Georgia Department of Community Affairs
Attn: Brian Johnson
60 Executive Park South, NE
Atlanta, GA 30329

Brian.Johnson@dca.ga.gov

(404) 679-3105

3.2 Funds will be disbursed to:

**Cook County Board of Commissioners
1200 S Hutchinson Avenue
Adel, GA. 31620**

3.3 For purposes of this paragraph, the definition of qualified municipality is the same as in O.C.G.A. § 48-8-110. As a condition of this one-time grant and by acceptance of the one-time grant proceeds, the Jurisdiction agrees to pay a portion of such proceeds to the qualified municipalities within such Jurisdiction, if any, within 10 business days of receipt of such proceeds. The percentage of the one-time grant that shall be paid to each qualified municipality shall be the same percentage that the qualified municipality is entitled to receive of the taxes currently collected under O.C.G.A. § 48-8-110 et seq., including any intergovernmental agreements executed pursuant to such Code provisions. Such Code provisions and agreements are referenced solely for purposes of determining the portions of the one-time grant that the Jurisdiction will pay to its qualified municipalities.

4. Compliance

Any jurisdiction designated for this one-time grant must be in compliance with all state audit, reporting and planning requirements as required for receipt of state funds. The jurisdiction must be in compliance with these requirements as of the date of disbursement.

5. Miscellaneous

5.1 All notices and other communication required or permitted to be given under this Agreement shall be addressed to the parties at their respective addresses set forth below unless by such notice a different person or address shall have been designated.

**Georgia Dept. Community Affairs
Attn: Brian Johnson
Purvis
60 Executive Park South, NE**

**Cook County Board of Commissioners
Attn: Chief Elected Official (CEO) Dwight
1200 S Hutchinson Avenue**

Atlanta, GA 30329
Brian.Johnson@dca.ga.gov

Adel, GA, 31620
cookgov@windstream.net

5.2 The parties to this Agreement are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency or joint venture between the parties.

5.3 All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Georgia.

5.4 No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that provision or any other provision hereof.

5.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided therein. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and year set forth below.

For the Georgia Department of Community Affairs

G. Christopher Nunn, Commissioner

Date: _____

For Cook County Board of Commissioners

Chief Elected Official of Cook County Board of Commissioners

Date: _____