

**AN AGREEMENT BETWEEN FULTON COUNTY
AND
ADD MUNICIPALITY
C.A.R.E.S. ACT MUNICIPAL REIMBURSEMENT PROGRAM**

: Total Reimbursement: \$ ADD AMOUNT
(to be completed by the County at the time of reimbursement)

THIS AGREEMENT, between Fulton County, Georgia, acting through its County Manager (hereinafter referred to as “the County”), a political subdivision of the State of Georgia, and _____ hereinafter referred to as “the Municipality”), a non-profit corporation organized and existing in Fulton County under the laws of the State of Georgia.

WITNESSETH THAT:

WHEREAS, on _____, 2020, the Board of Commissioners created, a program through which Fulton County municipalities that are not eligible for C.A.R.E.S. Act funding may be able to a one time reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

WHEREAS, this funding mechanism, to be called the “C.A.R.E.S. Act Municipal Reimbursement Program” will provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support the aforementioned cities for the C.A.R.E.S. Act eligible services, projects and programs; and

WHEREAS, the Municipality has been selected to be reimbursed for some of its expenditures during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

SECTION 1.0 – ELIGIBLE SERVICES, PROJECTS AND PROGRAMS

The C.A.R.E.S. Act Municipal Reimbursement Program is designed to support cities located within Fulton County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.:

The only costs that will be eligible for consideration for reimbursement are:

1. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
3. Costs that were incurred during the period that begins on March 1, 2020, and ends on May 15 2020.

SECTION 2.0 – REIMBURSEMENT FOR COSTS AND SERVICES

1. The County shall make reimbursement for the eligible approved costs described in Section 1.0 herein based upon the review and approval of the same by the Finance Department and the County Manager. The amount of any reimbursement shall be limited by the request from the Municipality submitted to the Chairman of the Fulton County Board of Commissioners on May 15, 2020.

2. The County agrees to review and consider for reimbursement to the Municipality previously incurred costs upon presentation of invoices and other supporting documentation demonstrating payment for goods or services that have been previously paid for by the Municipality.
3. Such documentation shall include, but not be limited to copies of checks issued for payment, time sheets, vendors' and suppliers' invoices or vouchers, a description of the purpose of the expenditure, etc.
4. This documentation, along with a written request for reimbursement and a statement of costs incurred and a certification statement that all of the requested expenses qualify as eligible COVID-19 expenses under the C.A.R.E.S. Act shall be submitted to the attention of the Director of Finance. A minimum of two copies of the request and the statement shall be included with the submission along with accompanying documentation supporting the eligible costs
5. To be eligible for reimbursement, all invoices and supporting documentation must be presented by August 1, 2020.

SECTION 3.0 – TERM OF AGREEMENT

1. The term of this Agreement shall be from the date the reimbursement package is submitted to the County through October 1, 2020.
2. The completion date of this Agreement shall not exceed October 1, 2020, unless otherwise extended in writing, terminated by mutual agreement, or by the County, or in accordance with other terms and provisions contained herein. Any modifications to the term of the Agreement shall be documented through an amendment process.
3. Any eligible and accepted expense shall be paid by the County on or before October 1, 2020.

SECTION 4.0 - MODIFICATIONS TO AGREEMENT

1. This Agreement constitutes the entire contractual arrangement between the County and the Municipality, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the County's and the Municipality's' duly authorized representatives.
2. Further, in the event of any material change or modification in the Municipality's Agreement or agreement with any other COVID-19 funding source during the course of this Agreement, the Municipality shall immediately notify the County of such change. In such event, the County shall have the right to terminate its obligations under this Agreement, discontinue future funding hereunder, and demand the refund or return of funds previously advanced.

SECTION 5.0 – TERMINATION OF AGREEMENT

1. Termination for Cause

Time is of the essence and if, through any cause, the Municipality shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event that any of the provisions or stipulations of this Agreement are violated by the Municipality, the County shall thereupon have the right to terminate this Agreement by providing written notice to the Municipality of the County's intent to terminate the Agreement, specifying the reasons for such intention for termination. Unless within three (3) calendar days after serving of such notice (by hand delivery or posting in the U.S. Mail) to the Municipality such violation or delay shall cease or arrangements for correction satisfactory to the County be made, the Agreement shall, upon expiration of said three (3) calendar days, be terminated without further notice. Upon such termination, the Municipality will be compensated by the County for expenses accepted by the County as eligible.

2. Termination for Convenience of the County

In the event the County determines that it is no longer feasible or in its best interest to continue with the funding program covered by this Agreement, the County may terminate this Agreement immediately and notify the Municipality of the termination by email and by U.S. mail.

SECTION 6.0 – INDEPENDENT SUBRECIPIENT STATUS

Nothing herein contained shall be deemed to create a relationship other than that of independent subrecipient between the County and the Municipality. Under no circumstances shall the Municipality, its principals, employees, subcontractors, associates, or agents be deemed employees, agents, partners, successors, assigns, or legal representatives of the County except as specifically required herein.

SECTION 7.0 – ASSIGNMENT OF AGREEMENT

The Municipality shall not make any purported assignment of this Agreement or any part thereof, or delegate the duties herewith without prior written consent of the County. Any attempted assignment or delegation of duties by the Municipality without prior expressed written consent of the County shall at the County's sole option terminate this Agreement without any notice to the Municipality of such termination. The Municipality binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

SECTION 8.0 – RECORDS AND REPORTS

1. Records

The Municipality shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County to assure proper accounting for all funds. Said records shall be made available for audit purposes to the County or any authorized representative thereof, upon reasonable request and within three (3) days of said request.

2. Retention

The Municipality's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Municipality's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

SECTION 9.0 – INSPECTION OF FILES AND RECORDS

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Municipality for inspection of the activities performed and expenses incurred under this Agreement. The County may perform and the Municipality shall be prepared to meet the requirements of, at least, one (1) audit per year.

SECTION 10.0 – CONFLICT OF INTEREST

No member, officer, or employee of the County or its designee or agents, no member of the governing body of the County, and no other official of the County who exercises or has exercised any functions or responsibilities with respect to the C.A.R.E.S. Act funding program or who is in a position to participate

in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

SECTION 11.0 – INDEMNIFICATION AND HOLD HARMLESS

The Municipality, to the extent legally possible, hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies, penalties, fines or costs (including without limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Municipality, its agents, employees, officers, or directors. This indemnification shall also cover any adjustments that may be required from an audit by the federal government of the use of the C.A.R.E.S. Act funds provided by the County due to the fact that the expenses for which reimbursement was made were deemed ineligible. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

SECTION 15.0 – GOVERNING LAW

1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.
3. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.
4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.
5. Any notices or communications required or permitted herein shall be sufficiently given if sent by Registered or certified mail, return receipt request, postage prepaid, addressed as follows:

As to the County:

As to the Municipality:

Add contact person, name and address of agency

Alternatively, such other addressed as shall be furnished by such notice of the other party.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

Municipality

FULTON COUNTY

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

ATTEST

Tanya Grier, Interim Clerk to the Commission

DATE:

DATE:

APPROVED AS TO FORM

APPROVED AS TO FORM:

City Attorney

Office of the County Attorney