

RESOLUTION

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO THE HIRING OF AN EXECUTIVE DIRECTOR AND AN INDEPENDENT CONTRACTOR AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Development Authority of the City of Forest Park desires to share the cost of an Executer Director with the Urban Redevelopment Agency of the City of Forest Park and the Downtown Development Authority of the City of Forest Park; and

THEREFORE, IT IS NOW RESOLVED BY THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, AS FOLLOWS:

1. **Approval of Execution.** The Intergovernmental Agreement attached hereto as Exhibit A and the Independent Contractor Agreement attached hereto as Exhibit B are hereby approved, and the Chair is hereby authorized to execute said agreements with such changes as are recommended by legal counsel.
2. **Documents.** The Secretary is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by legal counsel.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by Board.

SO BE IT RESOLVED this _____ day of _____, 2022.

CHAIR

(SEAL)

ATTEST:

SECRETARY

EXHIBIT A

Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

**DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK,
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK,
AND
URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK**

This Intergovernmental Agreement (“IGA”) is entered into and effective as of this ____ day of _____ 2022 by and among the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), and the Urban Redevelopment Agency of the City of Forest Park (the “URA”) to provide for the shared cost of an Executive Director.

WITNESSETH:

WHEREAS, the governing boards of the respective parties desire to share the cost of an Executer Director who shall provide for the management of the day-to-day operations of the DDA, DA and URA; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE I. SHARED EXECUTIVE DIRECTOR EXPENSE

The parties hereto each agree to pay the following annual amounts to provide for a salary for the Executive Director:

URA: \$14,000

DDA: \$14,000

DA: \$14,000

Each year the URA, DDA and DA respectively shall budget an annual amount for such cost to be paid monthly pursuant to the terms of an Independent Contractor Agreement with the Executive Director (the "Agreement"), a copy of which is attached hereto as Exhibit A.

ARTICLE II. TERM

This IGA shall commence upon its approval by the respective governing bodies of the parties and shall continue for the term of the Agreement, unless extended by the written agreement of the parties. Provided however, the Boards, or any one or more of the Boards, in their sole discretion, may terminate this IGA upon thirty (30) days' written notice to the other parties.

ARTICLE III. APPOINTMENT

The parties hereto each individually and jointly appoint Dr. Marc Antonie-Cooper to serve as their Executive Director pursuant to the terms of the Agreement.

ARTICLE IV. ENTIRE AGREEMENT

This IGA shall constitute the entire understanding between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement.

ARTICLE V. SEVERABILITY OF TERMS

In the event any part or provision of this IGA is held to be invalid, the remainder of this IGA shall not be affected thereby and shall continue in full force and effect.

ARTICLE VI. GOVERNING LAW

This IGA shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this IGA effective as of the date stated above.

DEVELOPMENT AUTHORITY OF THE
CITY OF FOREST PARK

BY: _____
Chair

BY: _____
Secretary

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF FOREST
PARK

BY: _____
Chair

BY: _____
Secretary

URBAN REDEVELOPMENT AGENCY OF
THE CITY OF FOREST PARK

BY: _____
Chair

BY: _____
Secretary

EXHIBIT B

Independent Contractor Agreement

INDEPENDENT CONTRACTOR AGREEMENT
EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into and effective as of this ____ day of _____ 2022 by and among the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), the Urban Redevelopment Agency of the City of Forest Park (the “URA” and along with the DA and DDA, the “Boards”) and Dr. Marc-Antonie Cooper (the “Executive Director”).

WHEREAS, it is proposed that the Boards, individually and collectively, retain the services of Dr. Marc-Antonie Cooper to serve as Executive Director of each of the above named entities;

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

A. MUTUAL ASSENT TO EMPLOYMENT

The Boards, individually and collectively, hereby engage and hire Dr. Marc-Antonie Cooper, as an independent contractor, to act as their respective Executive Director.

B. DUTIES OF EXECUTIVE DIRECTOR

The duties of the Executive Director are attached hereto as Exhibit A.

C. COMPENSATION AND BENEFITS

The Executive Director, as an independent contractor to each of the Boards, shall receive a combined amount of \$42,000 in compensation per calendar year. Which sum shall be prorated equally between each of the Boards and shall be paid monthly. Such shall constitute the total compensation for Dr. Marc-Antonie Cooper’s services and no other benefits shall apply.

D. TERM

This Agreement shall commence upon its approval by the Boards and shall continue for a period of twelve (12) months, unless extended by the written agreement of the parties or terminated as provided for herein.

E. TERMINATION

The Boards, or any one or more of the Boards, in their sole discretion, may terminate this Agreement upon 30 days’ written notice to the Executive Director. The Executive Director may terminate this Agreement, as to any one or more of the Boards, upon 30 days’ written notice to the Boards. Should this Agreement be terminated by any of the parties, but not all of the parties, the compensation provided for in Section C above shall be reduced by the pro rata amount of those terminating the contract.

F. FINAL AND ENTIRE AGREEMENT

This Agreement supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Agreement is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties.

G. AMENDMENTS AND MODIFICATIONS

This Agreement shall not be amended or modified except by written agreement signed by all parties.

H. INVALID PROVISIONS

It is hereby declared to be the intention of the Boards that all sections, paragraphs, sentences, clauses and phrases of this Agreement are or were, upon approval of this Agreement, believed by the Boards to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Boards that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Agreement is severable from every other section, paragraph, sentence, clause or phrase of this Agreement. It is hereby further declared to be the intention of the Boards that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Agreement is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Agreement. In the event that any phrase, clause, sentence, paragraph or section of this Agreement shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Boards that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.

I. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State of Georgia.

[Remainder of Page Left Intentionally Blank]

IN WITNESS, WHEREOF, the parties hereto have signed this contract in duplicate, each counterpart of which is hereby deemed an original for all purposes as of the date first above written.

EXECUTIVE DIRECTOR

Dr. Marc-Antonie Cooper

DEVELOPMENT AUTHORITY OF THE
CITY OF FOREST PARK

BY: _____
Chair

BY: _____
Secretary

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF FOREST
PARK

BY: _____
Chair

BY: _____
Secretary

URBAN REDEVELOPMENT AGENCY OF
THE CITY OF FOREST PARK

BY: _____
Chair

BY: _____
Secretary

EXHIBIT A

EXECUTIVE DIRECTOR JOB DESCRIPTION

- In addition to and beyond those services provided by the Executive Director in his capacity as City Manager of the City of Forest Park, the Executive Director shall:
- Pro-actively direct and pursue economic development initiatives established by the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), and or the Urban Redevelopment Agency of the City of Forest Park (the “URA” and along with the DA and DDA, the “Boards”).
- Provide customer driven problem solving, professional economic development advice, and services as an advocate for economic development on behalf of the Boards, individually and collectively.
- Provide guidance for the retention and growth of all of the diverse economic sectors within the City of Forest Park as well as being pro-active in the creation and attraction of new businesses to the City of Forest Park.
- Maintain a liaison with various local, state and federal agencies. Maintain a strong working relationship with the general public, area businesses, elected officials, the media and others, on behalf of the Boards, individually and collectively
- Work with the Boards, individually and collectively to promote the orderly development of projects within the City of Forest Park, utilizing the respective powers and responsibilities of each of the Boards.
- Make presentations and provide information to each of the Boards and individuals regarding economic development issues, programs, services, and plans.
- Oversee the preparation grant proposals and applications, contracts, and other documents as required for various community services and prospects on behalf of the Boards, individually and collectively.
- Assist with negotiations and the management of professional service contracts, property sales or acquisitions and economic development-oriented negotiations on behalf of the Boards, individually and collectively.
- Attend professional development workshops and conferences to keep aware of trends and developments in the field of economic development and to represent the Boards on matters related to economic development.
- The Executive Director shall not be authorized to bind or obligate any of the Boards, except where specifically authorized to do so by the respective Board of Directors.

- If at any time the Executive Director should be given directions or specific tasks to perform that conflict with directions or tasks given him by the City in his capacity as City Manager, the Executive Director shall so advise the respective Board or Boards and immediately resign as Executive Director off said Board or Boards and terminate his agreement.