

**STATE OF GEORGIA
COUNTY OF GREENE**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF
PROCEEDS FROM THE SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR
CAPITAL OUTLAY PROJECTS (SPLOST VIII)**

THIS AGREEMENT is made and entered this the 14th day of JANUARY, 2025, by and between GREENE COUNTY, GEORGIA a political subdivision of the State of Georgia (the "County"), and the CITY OF GREENSBORO, GEORGIA, a municipal corporation of the State of Georgia, which contains more than fifty percent of the aggregate municipal population within the County (the "City").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I (a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment; and,

WHEREAS, O.C.G.A. § 48-8-110, *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in conformance with the requirements of O.C.G.A. § 48-8-111 (a), representatives of the County and each of the municipalities located therein met to discuss possible capital outlay projects to be funded through a continuation of the existing SPLOST with a referendum election to be held on the 18th day of March 2025 ("SPLOST VIII"); and

WHEREAS, pursuant to O.C.G.A. § 48-8-110 (3), the City of Greensboro contains more than fifty percent of the aggregate municipal population within the County, and, therefore, the Act authorizes the County and the City to enter into an agreement pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the capital outlay projects that will be funded with the proceeds of SPLOST VIII and to discuss the allocation of such proceeds among the projects; and

WHEREAS, the County and City have negotiated a division of the SPLOST VIII proceeds as authorized by the Act; and

WHEREAS, the County and City agree that all procedural and substantive requirements required by the Act to formalize this Intergovernmental Agreement have been satisfied.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and City consent and agree as follows:

Section 1. Representations and Mutual Covenants

- A. The County makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- i. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
 - ii. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
 - iii. This Agreement is a valid, binding, and enforceable obligation of the County; and
 - iv. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 18th day of March, 2025, for the purpose of submitting to the voters of the County for their approval, the question of whether or not SPLOST VIII shall be imposed on all sales and uses within the special district of Greene County for a term of six (6) years, commencing immediately upon the termination of SPLOST VII, to raise an estimated \$60,000,000.00 to be used for funding the capital outlay projects specified in Exhibit "A", which is attached to and incorporated into this Agreement.
- B. The City makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- i. The City is a municipal corporation duly created and organized under the Laws of the State of Georgia;
 - ii. The governing authority of the City is duly authorized to execute, deliver and perform this Agreement;
 - iii. This Agreement is a valid, binding, and enforceable obligation of the City;
 - iv. The City is a qualified municipality located entirely or partially within the geographic boundaries of the special tax district created in the County as defined in O.C.G.A. § 48-8-110 (4); and
 - v. The City contains more than fifty percent of the aggregate municipal population within the County.

- C. It is the intention of the County and City to comply in all respects with O.C.G.A. § 48-8-110, *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, *et seq.*
- D. The County and City agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit "A" of this Agreement in conformance with those priorities that may be established under this Agreement or otherwise by each of the respective parties hereto.
- E. The County and City agree that each approved SPLOST VIII project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within ten (10) years of the SPLOST VIII expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- F. The County and City agree to maintain thorough and accurate records concerning receipt of SPLOST VIII proceeds and expenditures of each project undertaken by the respective party and to publish information related to use of tax proceeds as required to fulfill the terms of this Agreement and O.C.G.A. § 48-8-122.

Section 2. Conditions Precedent

- A. The obligations of the County and City pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST VIII in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST VIII by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST VIII revenues by the State Department of Revenue and transferring those proceeds to the County.

Section 3. Rate of Tax; Estimated Amount; and Term of the Tax

The SPLOST VIII, subject to approval in an election to be held on March 18, 2025, shall be imposed at the rate of one percent (1%). The tax shall be imposed on all applicable sales and uses under the Act for a term of six (6) years, beginning immediately upon the termination of SPLOST VII without interruption, and is expected to raise \$60,000,000.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of the official declaration of the failure of the election described in this Agreement; or until the SPLOST VIII terminates in accordance with the Act, all funds collected therefrom have

been distributed in accordance with this Agreement, and all payments on any associated debt (if applicable) have been made.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the Greene County Special Purpose Local Option Sales Tax VIII Fund (“Greene County SPLOST VIII Fund”). The County shall select a local bank which shall act as a depository and custodian of the SPLOST VIII Fund upon such terms and conditions as may be acceptable to the County.
- B. The City shall create a special fund to be designated as the City of Greensboro Special Purpose Local Option Sales Tax VIII Fund (“Greensboro SPLOST VIII Fund”). The City shall select a local bank, which shall act as a depository and custodian of the SPLOST VIII proceeds received by the City upon such terms, and conditions as may be acceptable to the City.
- C. All SPLOST VIII proceeds shall be maintained by the County and City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST VIII proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST VIII proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of SPLOST VIII proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the Greene County SPLOST VIII Fund. The monies in the Greene County SPLOST VIII Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraphs B and C of this Section.
- B. The County, following deposit of the SPLOST VIII proceeds into the Greene County SPLOST VIII Fund, shall within ten (10) business days disburse the SPLOST VIII proceeds due to the City according to the terms of this Agreement. The proceeds shall be deposited in the Greensboro SPLOST VIII Fund in accordance with Section 6. C. of this Agreement.
- C. The County shall apply and disburse the proceeds of SPLOST VIII in the following manner:
 - 80.71% shall be retained by the County
 - 19.29% shall be paid to the City of Greensboro
- D. Should the City cease to exist as a legal entity before all funds are distributed under this Agreement, the City’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General

Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City's share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

Section 7. Projects

All capital outlay projects to be funded in whole or in part from SPLOST VIII proceeds are listed in Exhibit "A."

Section 8. Priority and Order of Project Funding

- A. All of the Greene County SPLOST VIII Capital Outlay Projects identified in Exhibit "A" shall be of equal priority unless and until the County adopts a lawful resolution establishing a priority for said projects.
- B. All of the City of Greensboro SPLOST VIII Capital Outlay Projects identified in Exhibit "A" shall be deemed of equal priority. This equal priority notwithstanding, the City shall retain the separate right via separate resolution to establish a priority and order of project funding as they shall individually determine appropriate and that is otherwise in accord with the Act.

Section 9. Completion of Projects

- A. The County and City acknowledge that the costs shown for each Capital Outlay Project described in Exhibit "A" are only estimates, and that the actual costs of each Capital Outlay Project may be greater or less than the estimate provided therein.
- B. If a County Capital Outlay Project has been satisfactorily completed at a cost less than the allocation of SPLOST VIII proceeds identified for that project in Exhibit "A" (as determined by the County in its sole discretion), the County may apply the remaining unexpended funds to any other County Capital Outlay Project in Exhibit "A;" or, in the event that all County Projects are fully funded, the County may apply any excess funds to any lawful use including but not limited to those uses set forth in O.C.G.A. § 48-8-121 (g)(2).
- C. If a City of Greensboro SPLOST VIII Capital Outlay Project has been satisfactorily completed at a cost less than the allocation of SPLOST VIII proceeds identified for that project in Exhibit "A" (as determined by the City in its sole discretion), the City may apply the remaining unexpended funds to any other Capital Outlay Project included for the City in Exhibit "A" (if any). If the City has funds remaining after all projects identified in Exhibit "A" are completed, such funds shall be deemed excess funds and shall be disposed of in accord with O.C.G.A. § 48-8-121 (g)(2).
- D. The County and City agree that each SPLOST VIII Capital Outlay Project associated with this Agreement shall be completed or substantially completed within six years of the termination of SPLOST VIII. Any SPLOST VIII proceeds held by the County or a City at the end of the six-year period shall, for the purposes

of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a City of Greensboro SPLOST VIII Project listed in Exhibit "A" is completed, the City shall file with the County a Certificate of Completion signed by the mayor, setting forth the date on which the project was completed, and the final cost of the project.

Section 11. Expenses

The County shall administer the Greene County SPLOST VIII Fund to effectuate the terms of this Agreement and shall be solely responsible for the cost of holding the SPLOST VIII referendum.

Section 12. Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the Greene County SPLOST VIII Fund and the City of Greensboro SPLOST VIII Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and City shall be responsible for the cost of their respective audits. The County and the City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. The City shall provide the County a copy of the audit of the distribution and use of the SPLOST VIII proceeds.

Section 13. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be in writing and deemed properly given when delivered personally or sent by registered or certified United States mail, return receipt requested, postage prepaid, as follows:

<u>Greene County</u>	Chairman, Greene County Board of Commissioners 1034 Silver Drive Suite 201 Greensboro, Georgia 30642
<u>City of Greensboro</u>	Mayor, City of Greensboro 212 N. Main Street Greensboro, Georgia 30642

Future changes in address shall be effective only upon written notice being given by the City or County making the change to the other party hereto via one of the delivery methods described in this Section.

Section 14. Entire Agreement

This Agreement, including any attachments or exhibits hereto, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the proceeds from SPLOST VIII. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 16. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 18. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement, or any part thereof, be held invalid or unconstitutional by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18. Compliance with Law

The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20. No Third Party Rights

This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 21. Counterparts

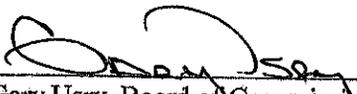
This Agreement may be executed in more than one counterpart, each of which shall be an original and all of which together shall constitute but one and the same instrument.

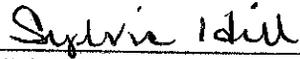
Section 22. Mediation

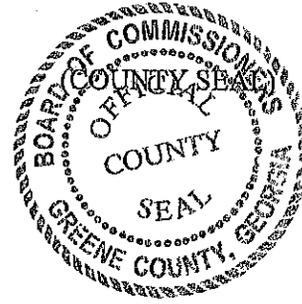
The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

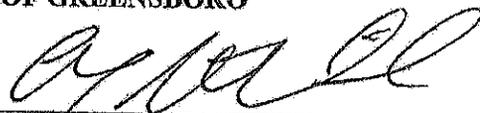
GREENE COUNTY, GEORGIA

By: 
Gary Usry, Board of Commissioners, Chairman

Attest:  1-14-2025
Sylvia Hill, County Clerk Date



CITY OF GREENSBORO

By: 
Mayor Corey Williams

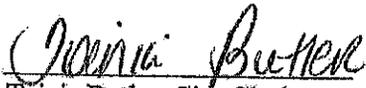
Attest:  January 7, 2025
Toinia Butler, City Clerk Date



Exhibit A

The City and the County agree to the following SPLOST VIII proceed allocations for the following capital outlay projects:

1. Projects to be owned and/or operated by Greene County

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the County.

Greene County SPLOST VIII Capital Outlay Projects:	Cost Estimate
Public Safety: Buildings, Vehicles, and Equipment, including County Fire Protection Services, Emergency Medical Services, Emergency Management Services, Animal Control Services, E911 and Public Safety Communication Services, and Law Enforcement Services, including the Jail	\$21,600,000
Public Facilities: Buildings, Vehicles, and Equipment, including Airport Capital Improvements, Recreation Capital Improvements, Capital Improvements to facilitate Economic Development, and Capital Improvements to other County Property & Facilities	\$15,400,000
County Roads & Bridges Projects, including equipment	\$11,426,000
Total Estimated Cost:	\$48,426,000

Projects to be owned and/or operated by the City of Greensboro

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Greensboro.

City of Greensboro SPLOST VIII Capital Outlay Projects:	Cost Estimate
Public Safety: Equipment, Vehicles, Facilities, and Technology Upgrades	\$2,000,000
Water and Sewer: Capital Improvement Plan Implementation & System Upgrades, Vehicles, Machinery and Equipment, Facilities, and Infrastructure	\$3,000,000
Public Works: Street, Sidewalk, and Bridge Projects, Stormwater, Vehicles, Machinery and Equipment, and Facilities	\$1,500,000
Parks Recreation and Leisure Services: Equipment, Facilities, and Improvements and Upgrades	\$500,000
Economic Development: Blight Mitigation, Retail Recruitment and Retention, Business Recruitment and Site Preparation	\$400,000
Community Development: Rehabilitation Blighted Properties and Housing Rehabilitation of substandard owner-occupied property	\$1,000,000
General Government: Technology Improvements and Equipment, Vehicles, Equipment, Facilities, Projects, City Hall, and Debt Service	\$3,174,000
Total Estimated Cost:	\$11,574,000