

## SPLOST VIII AGREEMENT (2019 ELECTION)

Lowndes County, Georgia

This Agreement, made and entered into effective August 12, 2019, by and between Lowndes County, Georgia (the "County") and the City of Valdosta, Georgia ("Valdosta"), the City of Hahira, Georgia ("Hahira"), the City of Remerton, Georgia ("Remerton"), the City of Dasher, Georgia ("Dasher") and the City of Lake Park, Georgia ("Lake Park") (collectively the "Municipalities");

### WITNESSETH

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

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 8<sup>th</sup> day of July, 2019, in conformance with the requirements of OCGA § 48-8-111(a); and

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

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County and the Municipalities 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 5<sup>th</sup> day of November, 2019, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Lowndes County for a period of six years to raise an estimated \$134,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in OCGA § 48-8-110(4); and
- (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.

- C. The County and Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement. The projects specified in Exhibit A shall be funded from proceeds of the tax authorized by the Act.
- E. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required to fulfill the terms of this Agreement.

**Section 2. Conditions Precedent**

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of OCGA § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of OCGA § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on November 5, 2019, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.

**Section 4. Effective Date and Term of This Agreement**

This Agreement shall commence effective August 12, 2019, and shall terminate upon the later of:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST; or
- (iii) The completion of all projects described in Exhibit A.

**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 2019 Lowndes County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a 2019 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes specified in the Resolution of the County calling for reimposition of the tax and in this Agreement. No funds other than SPLOST 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 proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST 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 Paragraph B of this Section.
- B. The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

## **Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

## **Section 8. Project Funding**

Projects shall be funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. The priority of county projects shall be determined by the County. The priority of municipal projects shall be determined by the Municipalities. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the schedule found in Exhibit A must be agreed to in writing by all parties to this Agreement.

## **Section 9. Completion of Projects**

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities shall maintain a record of each and every project for which the proceeds of the tax are used.

- B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project included in Exhibit A.
- C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years of the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under OCGA § 48-8-121(g)(2).
- E. Proceeds of the tax exceeding \$134,000,000 shall be allocated and distributed to the County and Municipalities based upon the percentages in Exhibit A. The County and the Municipalities may apply such proceeds to project costs as authorized by the Act.

**Section 10. Expenses**

The expense of the election shall be paid from County funds.

**Section 11. Audits**

- A. During the term of this Agreement, the distribution and use of SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with OCGA § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

**Section 12. Notices**

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

Hahira	City of Hahira Attn: Mayor 301 W. Main St. Hahira, GA 31632
Remerton	City of Remerton Attn: Mayor 2 Poplar St. Remerton, GA 31601
Lake Park	City of Lake Park Attn: Mayor 120 Essa St. Lake Park, GA 31636
Dasher	City of Dasher Attn: Mayor 3686 U.S. 41 South Dasher, GA 31601
Valdosta	City of Valdosta Attn: Mayor P.O. Box 1125 Valdosta, GA 31603-1125
County	Lowndes County Board of Commissioners Attn: Chairman P.O. Box 1349 Valdosta, GA 31603-1349

**Section 13. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. 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 14. Amendments**

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

**Section 15. 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 16. Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be invalid or unconstitutional, 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 17. Compliance with Law**

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



**Section 18. 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 19. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered effective the date indicated herein.

(signatures continued on next page)

LOWNDES COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

(signatures continued on next page)

CITY OF VALDOSTA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(signatures continued on next page)

CITY OF HAHIRA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(signatures continued on next page)

CITY OF REMERTON

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(signatures continued on next page)

CITY OF DASHER

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

(signatures continued on next page)

CITY OF LAKE PARK

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk