

STATE OF GEORGIA        )  
  )  
COUNTY OF DADE        )        INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “**Agreement**”), made and entered into as of the \_\_\_\_ day of December, 2019, by and between DADE COUNTY (the “**County**”), a political subdivision of the State of Georgia; the CITY OF TRENTON, (the “**City**”), a qualified municipality and political subdivision of the State of Georgia; the DADE COUNTY WATER AND SEWER AUTHORITY, (the “**Water and Sewer Authority**”), a public authority legally organized and existing under the laws of the State of Georgia; and the DADE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic which is an instrumentality of the State of Georgia and a public corporation (the “**Industrial Development Authority**”).

WITNESSETH:

WHEREAS, Section 48-8-110 *et seq.*, of the Official Code of Georgia Annotated (“**O.C.G.A.**”) (the “**Act**”) authorizes the imposition of a county special purpose local option sales tax (the “**Special Sales Tax**”) for capital outlay projects in the special districts created pursuant to O.C.G.A. § 48-8-110.1 (a) which correspond with the geographical boundaries of the counties of the State of Georgia; and

WHEREAS, O.C.G.A. § 48-8-111 (a) requires that prior to the vote of a county governing authority within a special district to impose a Special Sales Tax, such governing authority shall deliver or mail a written notice to the mayor or chief elected official in each qualified municipality located within the special district, such notice to contain the date, time, place, and purpose of a meeting at which the governing authorities of the county and each qualified municipality are to meet to discuss the possible projects for inclusion in a referendum to be held relating to the Special Sales Tax, and in accordance therewith, such notice was given by the Board of Commissioners of Dade County to the City of Trenton, which is the only qualified municipality in Dade County, and such a meeting was held on October 1, 2019; and

WHEREAS, the County and the City have agreed to divide all sales tax proceeds as provided by the percentages set forth in this agreement; and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the citizens of the County that a Special Sales Tax be imposed in the County for six (6) years for the raising of an estimated amount of \$16,000,000 (the “**Available Proceeds**”) to be used and expended for capital outlay projects of the County, the City, the Water and Sewer Authority, and the Industrial Development Authority; and

WHEREAS, assuming collection of the total amount projected, the County will receive approximately \$11,000,000 from the Special Sales Tax to be used for the following capital outlay projects: road, street, and bridge purposes, which purposes may include sidewalks and bicycle paths, and capital equipment therefore; renovation, repair, furnishings, equipment,

message center, and upgrades to technology for the Senior Citizens Building; public safety facilities, technology, vehicles, and equipment for the fire departments, mountain rescue, emergency 911, and other county emergency services; vehicles and facilities for various County departments which may include the road department, sheriff's department, recreation department, extension agency, assessor's office, jail, public works, and various administration offices; adding to, remodeling, and renovating county facilities and acquiring any property, both real and personal, and equipment necessary therefore, which may include the administration buildings, court facilities, transfer station, county jail, recreation facilities, animal control, and the old courthouse; sealing and striping of county-owned parking lots; the acquisition of property for the construction and renovation of community center buildings, which may include recreational facilities and storm shelters; improvements to technology serving various County facilities; purchasing new books, computers, technology, a security system, and equipment for the Dade County Library; furniture, fixtures, and equipment for new animal control shelter; installation of LED lighting, message center, and construction of multipurpose county building for recreation, and youth programs; payment for the new boiler and other energy saving equipment for the County; construction of facilities and purchase of furniture, fixtures, and equipment for natural disaster preparation and mitigation, and for repair of capital outlay projects, including, but not limited to, roads, streets, and bridges, located, in part or in whole, within Dade County that have been damaged or destroyed by a natural disaster; and any real and personal property necessary for the projects described herein; all of which together with the WSA Projects and the IDA Projects (defined below) are described herein collectively as the "**County Projects**"; and

WHEREAS, assuming collection of the total amount projected, the City will receive approximately \$2,600,000 of the estimated amount (16.28% of the Available Proceeds collected) from the Special Sales Tax to be used for the following capital outlay projects: public safety facilities, vehicles and equipment for police and fire departments; adding to, remodeling, constructing and renovating facilities and the purchase of equipment for waste water treatment and utilities; road, street, and bridge purposes, which purposes may include sidewalks, bicycle paths and capital equipment therefore; new construction, renovations and equipment for parks and recreation and for city animal control facilities; renovations and equipment for city hall and city administration; and acquiring any property, both real and personal, for the projects described herein (the "**City Projects**"); and

WHEREAS, assuming collection of the total amount projected, the Water and Sewer Authority will receive \$1,200,000 from the Special Sales Tax to be used for the following capital outlay projects: funds to construct, erect, acquire, own, remodel, equip, install, operate, and maintain water mains and sewage projects; including the acquisition of real property, equipment, vehicles, construction of improvements, required for such purposes and necessary therefore; and acquiring any property, both real and personal, for the projects described herein, as part of the County Projects for the benefit of the citizens of the County (the "**WSA Projects**"); and

WHEREAS, assuming collection of the total amount projected, the Industrial Development Authority will receive \$1,200,000 from the Special Sales Tax to be used for the following capital outlay projects: the acquisition of land for future industrial and commercial expansion and development; construction of infrastructure and other improvements for the

expansion and development of industrial and commercial facilities in the County; adding to, remodeling, and renovating of Industrial Development Authority property; and acquiring any property, both real and personal, for the projects described herein, as part of the County Projects for the benefit of the citizens of the County (the “**IDA Projects**”); and

WHEREAS, the County will submit to the qualified voters of the County at an election to be held May 19, 2020 (the “**Election**”), the question of whether the votes will approve the imposition of the Special Sales Tax and authorization for the issuance of up to \$4,000,000 of general obligation bonds (the “**Bonds**”) in accordance with a resolution of the Board of Commissioners of Dade County to be adopted after the execution and delivery of this Agreement, approximately \$500,000 will be allocated to City Projects and related costs of issuance and capitalized interest, if any; and

WHEREAS, the County, the City, the Water and Sewer Authority, and the Industrial Development Authority, in consideration of the distribution of the proceeds of the Special Sales Tax for the capital outlay projects as described herein, have agreed to enter into this Agreement in compliance with O.C.G.A. § 48-8-115(b)(1), which will enable the County to call the election for a vote on the imposition of the Special Sales Tax, said tax to begin upon expiration of the current sales and use tax and to continue for a period not to exceed six years, in accordance with O.C.G.A. § 48-8-111(a)(2); and

WHEREAS, it is necessary that the parties hereto set forth their respective legal rights, responsibilities, and obligations regarding the construction, ownership, ownership, and operation of the above-described capital outlay projects, and the division of Sales Tax proceeds.

NOW THEREFORE, in consideration of the premises the parties hereto agree as follows:

Section 1. All the proceeds of the Special Sales Tax shall first be disbursed in accordance with Section 48-8-115 of the Act, which provides that one percent of the amount collected shall be paid into the general fund of the State Treasury in order to defray the costs of administration, and the remainder of the proceeds of the Special Sales Tax shall be distributed to the Board of Commissioners of the County and shall be utilized as set forth herein.

Section 2. The County shall be authorized to issue up to \$4,000,000 in principal amount of Bonds which, after the payment of costs of issuance and capitalized interest thereon, for payment of the projects described herein

Section 3. (a) The County shall direct the State of Georgia Department of Revenue to remit the proceeds of the Special Sales Tax to a bank having corporate trust powers designated by the County for deposit to a separate trust account to be maintained to pay principal of and interest on the Bonds (the “**Bond Principal and Interest Account**”) until such time as the proceeds in the Bond Principal and Interest Account equals the aggregate amount of principal and interest on the Bonds coming due in each bond year.

(b) All remaining proceeds of the Special Sales Tax subsequently received by said bank in any bond year shall be remitted to the County.

Section 4. The County shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring the County Projects, except for the WSA projects and the IDA Projects, which shall be acquired, constructed, equipped, installed, operated, maintained, and insured by the Water and Sewer Authority and the Industrial Development Authority, respectively, on behalf of the County, in accordance with Section 5 and Section 6 herein. The City shall hold title to and shall be solely responsible for acquiring, constructing, equipping, installing, operating, maintaining, and insuring the City Projects. The Water and Sewer Authority shall hold title to and shall be solely responsible for acquiring, constructing; equipping, installing, operating, maintaining, and insuring the WSA Projects. The Industrial Development Authority shall hold title to and shall be solely responsible for acquiring, constructing; equipping, installing, operating, maintaining, and insuring the IDA Projects.

Section 5. The Water and Sewer Authority, on behalf of the County and subject to the disbursement of funds in the discretion of the County, shall acquire, equip, install, operate, maintain, and insure the WSA Projects. The County shall receive all proceeds from the County's allocation of the Special Sales Tax, and shall at such time as proceeds are available therefore, and upon written request and appropriate documentation of the Water and Sewer Authority regarding necessary and reasonable expenditures, disburse from said proceeds such funds necessary to carry out the said projects. All WSA Projects approved by the County shall be the property and responsibility of the Water and Sewer Authority.

Section 6. The Industrial Development Authority, on behalf of the County and subject to the disbursement of funds in the discretion of the County, shall acquire, equip, install, operate, maintain, and insure the IDA Projects. The County shall receive all proceeds from the County's allocation of the Special Sales Tax, and shall at such time as proceeds are available therefore, and upon written request and appropriate documentation of the Industrial Development Authority regarding necessary and reasonable expenditures, disburse from said proceeds such funds necessary to carry out the said projects. Except for any road projects, all IDA Projects approved by the County shall be the property and responsibility of the Industrial Development Authority.

Section 7. The City Projects shall be funded in order of priority determined by the City Commission, and the County Projects shall be funded in order and priority as determined by the Board of Commissioners. As required by O.C.G.A. § 48-8-121, proceeds received from the Special Sales Tax shall be used by the County and the City for the purposes specified in this Intergovernmental Contract, as amended, and the resolution of the County calling for imposition of the tax. Such proceeds shall be kept in a separate account from other funds of the County and the City and shall not in any manner be co-mingled with other funds of the County or the City prior to their expenditure. The Board of Commissioners and the City Commission shall maintain a record of each and every project for which proceeds of the tax are used by the County or the City, respectively. Schedules shall be included in the annual audits of the County and City, showing the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditor for each shall verify and test expenditures sufficient to provide assurances that each schedule is

fairly presented in relation to the financial statements. The auditor's report on the financial statements of each shall include an opinion, or disclaimer of opinion, as to whether each schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

Section 8. This Contract has been authorized by proper action of the respective parties' governing bodies of the County and the City, and is a full and complete statement of the agreement of the respective parties as to the subject matter hereof. The parties covenant that they have the requisite legal authority to provide the services, perform the functions, and otherwise to all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. This Intergovernmental Contract shall constitute a binding, legal contract by and between the parties hereto, in accordance with Article IX, Section III, Paragraph 1, of the Constitution of the State of Georgia.

Section 9. Custodial accounts for any and all bond proceeds and all receipts of sales and use taxes authorized pursuant to the election shall be designated by the Board of Commissioners. Custodial accounts for the acquisition, construction, and equipping of the City Projects shall be designated by the City Commission.

Section 10. This Contract may be amended from time to time as the parties may agree. Any amendments dated subsequent to the date of this Contract shall be in writing and properly executed by the parties, or shall otherwise be unenforceable.

Section 11. If the Special Sales Tax is not approved by a majority of the registered voters of Dade County on May 19, 2020, then this Intergovernmental Contract shall be null and void and shall have no legal effect on the parties hereto.

IN WITNESS WHEREOF, the County, the City, the Water and Sewer Authority, and the Industrial Development Authority, have caused their duly authorized officers to hereunto set their hands and affix their respective corporate seals, the day and year first above written.

DADE COUNTY, GEORGIA

(SEAL)

\_\_\_\_\_

By:

Chairperson/County Executive  
Board of Commissioners

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

CITY OF TRENTON, GEORGIA

(SEAL)

\_\_\_\_\_

By:

Mayor

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

DADE COUNTY WATER AND SEWER  
AUTHORITY

(SEAL)

\_\_\_\_\_

By:

Chairman

Attest: \_\_\_\_\_  
Secretary/Treasurer

DADE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

(SEAL)

\_\_\_\_\_

By:

Chairman

Attest: \_\_\_\_\_  
Secretary