

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, (this "Agreement") is made and entered into as of July 20, 2017, by and among COWETA COUNTY, a political subdivision of the State of GEORGIA (the "County") and the CITY OF NEWNAN ("Newnan"), the CITY OF GRANTVILLE ("Grantville"), the CITY OF SENOIA ("Senoia"), the CITY OF PALMETTO ("Palmetto"), the TOWN OF MORELAND ("Moreland"), the TOWN OF SHARPSBURG ("Sharpsburg"), the TOWN OF TURIN ("Turin"), the CITY OF HARALSON ("Haralson"), and the CITY OF CHATTAHOOCHEE HILLS ("Chattahoochee Hills"), municipal corporations of the State of Georgia (together Newnan, Grantville, Senoia, Palmetto, Moreland, Sharpsburg, Turin, Haralson, and Chattahoochee Hills, the "Cities").

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, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the "Sales and Use Tax Act") to levy and collect a one percent Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of funding capital outlay projects (the "Projects"); and

WHEREAS, the County and Cities met to discuss possible projects for inclusion in the SPLOST referendum on the 18 day of May, 2017 in conformance with the requirements of O.C.G.A. Section 48-8-11(a); and

WHEREAS, the County and the Cities have negotiated a division of the SPLOST proceeds as authorized by the Sales and Use Tax Act; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the Cities to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the SPLOST; and

WHEREAS, the County and the Cities are entering into this Agreement to identify the Projects that will be funded with the SPLOST;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

ARTICLE 1.

REPRESENTATIONS

- a. Each of the Cities makes the following representations with respect to itself as the basis for the undertakings on its part herein contained:
 - i. The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver, and perform its obligations under this Agreement. The City has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.
 - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.
 - iii. The authorization, execution, delivery, and performance by the City of this Agreement do not violate its charter, any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefore) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling, or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
 - v. The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

- vi. The City is a “qualified municipality” within the meaning of the Sales and Use Tax Act, O.C.G.A. Section 48-8-110(4).
 - vii. The City is located entirely or partially within the geographic boundaries of Coweta County.
- b. The County makes the following representations as the basis for the undertakings on its part herein contained:
- i. The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.
 - ii. No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.
 - iii. The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.
 - v. The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.
 - vi. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November, 2017 for the

purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within Coweta County for a period of 72 quarters, or six years, commencing on the 1st day of January, 2019, to raise an estimated \$140 million to be used for funding the projects specified in Article 8.

ARTICLE 2.

CONDITIONS PRECEDENT

- a. The obligations of the County and the Cities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST 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 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 revenues by the state revenue commissioner and transferring the same to the County.

ARTICLE 3.

EFFECTIVE DATE AND TERM OF THE TAX

The SPLOST, subject to approval in an election to be held on November 7, 2017, shall continue for a period of six years with collections beginning on January 1, 2019.

ARTICLE 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:

- a. The official declaration of the failure of the election described in this Agreement; or
- b. The expenditure by the County and all of the Cities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST.

ARTICLE 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 Coweta County Special Purpose Local Option Sales Tax (“2019 SPLOST Fund”). The County shall select a bank which shall act as a depository and custodian of the 2019 SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- b. Each City shall create a special fund to be designated as the 2019 [*City name*] Special Purpose Local Option Sales Tax Fund. Each City shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each City upon such terms and conditions as may be acceptable to the City.
- c. All SPLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Article. Except as provided in Article 6, SPLOST proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement.

ARTICLE 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 2019 SPLOST Fund. Within the 2019 SPLOST Fund, the County shall create four sub-accounts: the “Level Two Account”, the “Debt Service Account”, the “County Account” and the “City Account”. SPLOST proceeds that will be used to pay for the Level Two Projects not funded with Debt shall be deposited into the Level Two Account; SPLOST proceeds that will be used to pay the debt service on the Debt (hereinafter defined) shall be deposited into the Debt Service Account; SPLOST proceeds that will be used to fund County Projects not funded with Debt shall be deposited into the County Account; and SPLOST proceeds that will be used to fund City Projects not funded with Debt shall be deposited into the City Account. The monies in the Level Two Account and the County Account shall be held and applied to the cost of acquiring, constructing and equipping the Level Two Projects and the County Projects respectively as listed in Article 8.
- b. The County shall establish a twelve-month period as the “Sinking Fund Year” for the Debt. Within each Sinking Fund Year, the SPLOST proceeds of each

beneficiary of the Debt shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that beneficiary's pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a beneficiary of the Debt has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining SPLOST proceeds of that beneficiary shall be disbursed as provided in Paragraph (d) of this Article.

- c. All funds deposited monthly into the Level Two Account shall be transferred from the County to the Level Two Account within ten business days of the County's receipt of the same. After the Level Two Projects have been completed, any remaining SPLOST proceeds from the Level Two Account shall be disbursed as provided in Paragraph (d) of this Article.
- d. All funds deposited monthly into the City Account shall be transferred from the County to the Cities within ten business days of County's receipt of the same. Each disbursement to the Cities shall be made by check unless a City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The proceeds received by the Cities shall be deposited in the separate funds established by each City in accordance with Article 5 of this Agreement. Each City shall hold and apply the SPLOST proceeds to the cost of acquiring, constructing, and equipping the City Projects, respectively, as listed in Article 8.
- e. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that 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.

ARTICLE 7.

DIVISION OF SPLOST PROCEEDS

- a. Based upon past collection history and other data available to the County, the County currently projects, and the Cities are in agreement, that the total collections of the SPLOST over the six year period will be approximately \$140,000,000.
- b. The County desires to allocate approximately \$6,186,000 (4.42%) for Level Two Projects benefiting the citizens of the entire county. SPLOST proceeds that will be used to fund the Level Two Projects shall be allocated to the Level Two Account on a monthly basis at a rate of 4.42% over the six-year period.

- c. The remaining SPLOST proceeds will be approximately \$133,814,000 over the six year period and shall be divided among the County and the Cities as follows:

Chattahoochee Hills	0.00%
Haralson	0.13%
Palmetto	0.23%
Turin	0.25%
Sharpsburg	0.26%
Moreland	0.30%
Grantville	2.30%
Senoia	2.94%
Newnan	26.94%
County	66.65%

- c. Notwithstanding the provisions of this Article, the County and the Cities hereto acknowledge and agree that the SPLOST received by it in each year shall be applied first to the payment of the Debt issued for its benefit.

ARTICLE 8.

PROJECTS AND PROJECT PROVISIONS

The County and the Cities agree, as follows:

- a. The Projects shall consist of “County Level Two Projects”, “County Projects”, and “City Projects.” The County Level Two Projects, County Projects, City Projects, and their estimated costs are set forth below:

<u>County Level Two Projects</u>	<u>Estimated Costs</u>
E911 Radio Consoles	1,150,000
Public Safety Radio System Upgrade (TDMA)	1,500,000
Ambulances	2,780,000
Ambulance Equipment	756,000
Estimated Total	\$6,186,000

<u>Haralson Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges, and Sidewalks	68,831
Parks & Recreation	95,127
Public Safety, Animal Control, and Municipal Court	10,000
Estimated Total	\$173,958

<u>Palmetto Projects</u>	<u>Estimated Costs</u>
Public Safety	307,772
Estimated Total	\$307,772

(Intergovernmental Agreement)

<u>Turin Projects</u>	<u>Estimated Costs</u>
Water System	50,000
Roads, Streets, Bridges and Sidewalks	202,535
Public Safety	10,000
Stormwater System	25,000
Wastewater System	5,000
Parks & Recreation	10,000
City Hall & Community Center	32,000
Estimated Total	\$334,535

<u>Sharpsburg Projects</u>	<u>Estimated Costs</u>
Roads, Streets & Bridges	80,916
Cultural, Recreational & Historical Facilities	147,000
Utility Projects	120,000
Estimated Total	\$347,916

<u>Moreland Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Sidewalks, and Trails	252,442
Old Mill & Town Hall	100,000
Museum & Culture	14,000
Cemetery Improvements	35,000
Estimated Total	\$401,442

<u>Grantville Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges, and Sidewalks	1,109,082
Utility Infrastructure & Equipment Improvements	376,810
City Hall, Freight Depot, Passenger Depot and Auditorium Renovations	338,360
Parks, Recreation & Culture – Facility Improvements	338,360
Public Safety Equipment & Improvements	338,360
Historic Preservation – Facilities & Improvements	288,375
Downtown Revitalization/Streetscape	288,375
Estimated Total	\$3,077,722

<u>Senoia Projects</u>	<u>Estimated Costs</u>
Parks & Recreation	1,435,000
Public Safety	699,132
Roads, Streets, Bridges, and Sidewalks	1,500,000
Public Works	300,000
Estimated Total	\$3,934,132

<u>Newnan Projects</u>	<u>Estimated Costs</u>
Streets, Drainage, Sidewalks, and Equipment	
• Street, Sidewalk & Drainage Maintenance	6,001,193

(Intergovernmental Agreement)

• Street, Intersection & Sidewalk Improvements	4,000,000
• Lower Fayetteville Road Match	4,000,000
• Heavy Equipment	<u>1,000,000</u>
	15,001,193
Public Safety	
• Training Facility	1,750,000
• Fire Trucks	<u>1,500,000</u>
	3,250,000
Parks, Trails, and Leisure Service Facilities	
• Path and Linear Parks	7,000,000
• Parks and Leisure Service Facilities	<u>7,000,000</u>
	14,000,000
Information Systems	
• Network Upgrades	<u>193,469</u>
	193,469
Newnan Utilities	
• Water & Sewer Improvements	2,679,830
• Parks	800,000
• SCADA	<u>125,000</u>
	3,604,830
Estimated Total	\$36,049,492

<u>County Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges, and Sidewalks	71,287,031
Parks & Recreation	6,100,000
Sheriff	5,400,000
Fire	5,400,000
E911/Emergency Management	1,000,000
Estimated Total	\$89,187,031

- b. Each Project may include land, facilities, equipment, vehicles and other capital costs related to such Project.
- c. The County shall promptly proceed with the acquisition, construction and equipping of the County Projects as soon as SPLOST or Debt proceeds are available. Each City shall promptly proceed with the acquisition, construction and equipping its respective City Project as soon as SPLOST or Debt proceeds are available.
- d. The County shall own and operate the County Projects. The City Projects shall be owned and operated by the respective City. The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. Each City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring its respective City Projects.

- e. The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Each City shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.
- f. The County and the Cities acknowledge that the costs shown above for each Project are estimated amounts. The parties acknowledge that the actual SPLOST collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the Cities have the sole right to determine how much they will spend on the City Projects. The County and the Cities are not required to spend the amounts set forth above for the Projects; provided, however, a Project may not be abandoned in its entirety unless the parties agree and the provisions of the Sales and Use Tax Act are satisfied. Furthermore, the County and the Cities may spend more than the amounts set forth above for the Projects.
- g. The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the Cities may fund the City Projects in any order or priority it may deem necessary or convenient

ARTICLE 9.

THE DEBT

- a. The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of up to \$56,000,000.00 of debt (the "Debt"). The Debt may be issued by the County in whole or in part and in one or more series for purposes of funding a portion of the County Projects, a portion of the City Projects, the costs of issuing the debt, and capitalized interest. The County shall remit to the Cities their pro rata share of the Debt proceeds within three business days of the County's receipt of same to enable the Cities to acquire, construct and equip the City Projects. The Cities each acknowledge that it is responsible for the payment of that portion of the Debt allocable to its Projects, including its pro rata share of issuance expense (the "City Debt") and the payment of that portion of the arbitrage rebate allocable to the City Debt. The County acknowledges that it is responsible for the payment of the rest of the Debt (the "County Debt"). Notwithstanding the foregoing, the County and the Cities acknowledge and agree that the County shall only issue Debt for the purpose of funding the City Projects if it shall receive an opinion from its counsel to the effect that the County is authorized to issue Debt to fund such City Projects.
- b. The Debt shall be paid first from the proceeds of the SPLOST. In the event that there are insufficient SPLOST to pay the Debt, the County shall pay any shortfall attributable to the County Debt from its general fund, and the Cities shall pay any

shortfall attributable to the City Debt from their general funds (the "Debt Service Payments"). The County and the Cities covenant that, in order to make the Debt Service Payments when due from their general funds to the extent required, they will exercise their power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and they will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The County and the Cities further covenant and agree that in order to make funds available for such purpose, they will, in their general revenue, appropriation, and budgetary measures whereby their tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County and the Cities to make any payments that may be required to be made from their general funds shall constitute a general obligation of the County and the Cities and a pledge of the full faith and credit of the County and the Cities to provide the funds required to timely fulfill any such obligation.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the County and the Cities are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County and the Cities had included the amount of the appropriation in their general revenue, appropriation, and budgetary measures, and the fiscal officers of the County and the Cities shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

- c. The obligations of the County and the Cities to make the Debt Service Payments and to perform and observe the other agreements on their part contained in this Article 9 shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County and the Cities (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of their other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

- d. The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. The County will keep the Cities informed of the progression of the Debt issuance.

ARTICLE 10.

RECORD KEEPING AND AUDIT PROCEDURES

- a. The County and the Cities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or City. The Cities shall have the right to review and be provided copies of all such records of receipt of SPLOST proceeds upon request to the County.
- b. The County and the Cities shall keep a record of each and every one of its Projects for which SPLOST proceeds are used. In accordance with O.C.G.A. 48-8-121(a)(2), the distribution and use of all SPLOST proceeds deposited in the County's 2019 SPLOST Fund and each City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. A schedule shall be included in each annual audited financial statements which shows for each such Project 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 shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. The County and each City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. In the event that a City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. Each City shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the City.

ARTICLE 11.

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:

(Intergovernmental Agreement)

- (a) Coweta County Board of Commissioners
22 East Broad Street
Newnan, Georgia 30263
Attention: County Administrator
- (b) City of Newnan
Post Office Box 1193
Newnan, Georgia 30264
Attention: City Manager
- (c) City of Grantville
Post Office Box 160
Grantville, Georgia 30220
Attention: City Manager
- (d) City of Senoia
Post Office Box 310
Senoia, Georgia 30276
Attention: City Manager
- (e) City of Palmetto
Post Office Box 190
Palmetto, Georgia 30268
Attention: City Manager
- (f) Town of Moreland
Post Office Box 158
Moreland, Georgia 30259
Attention: Town Clerk
- (g) Town of Sharpsburg
Post Office Box 397
Sharpsburg, Georgia 30277
Attention: Mayor
- (h) Town of Turin
Post Office Box 86
Turin, Georgia 30289
Attention: Town Clerk
- (i) City of Haralson
Post Office Box 155
Haralson, Georgia 30229
Attention: Mayor

- (j) City of Chattahoochee Hills
6505 Rico Road
Chattahoochee Hills, Georgia 30268
Attention: Mayor

ARTICLE 12.

MISCELLANEOUS

- a. Any controversy arising under this Agreement shall first be submitted to mediation by a mediator mutually agreeable to the parties. To the extent the parties are unable to resolve the dispute in mediation, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code. Unless otherwise agreed by the parties, the arbitration shall be conducted by one arbitrator mutually agreeable by the parties. If the parties cannot agree on an arbitrator, the dispute shall be submitted to the Superior Court of Coweta County, but only for the purpose of having the Judge of said court appoint an arbitrator. Unless otherwise ordered by the arbitrator, each party shall bear its own attorney's fees and shall share evenly in the costs of the arbitration and arbitrator's fees.
- b. This Agreement constitutes all of the understandings and agreements existing between the County and the Cities 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.
- c. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.
- d. 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.
- e. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.
- f. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.
- g. The County and the Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

- h. It is the intention of the County and the Cities to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

COWETA COUNTY, GEORGIA

(SEAL)

By: *Alphonso Smith*
Chairman

Attest:

Frances J. Taber

Clerk



(Intergovernmental Agreement)

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA

(SEAL)

Attest:

By: _____

Mayor

Danawick

Clerk

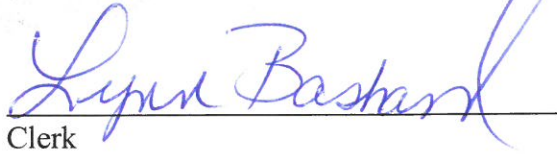
CITY OF GRANTVILLE, GEORGIA

(SEAL)

By: _____
Mayor



Attest:


Clerk

(SEAL)



Attest:

Gaulette Brown
Clerk

CITY OF HARALSON, GEORGIA

By: [Signature]
Mayor



TOWN OF MORELAND, GEORGIA


By: Richard P. Ford
Mayor

Attest:

Brenda K. Brown
Clerk



CITY OF NEWNAN, GEORGIA

By: 
Mayor

Attest:


Clerk



(SEAL)

CITY OF PALMETTO, GEORGIA

By:

Mayor

Attest:

Cynthia Hanson
Clerk



CITY OF SENOIA, GEORGIA

By: _____
Mayor

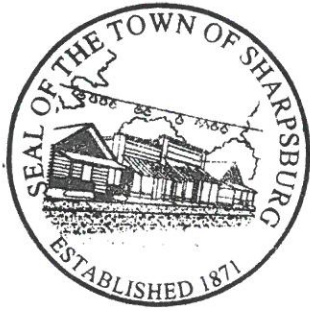
A handwritten signature in blue ink, appearing to read "Larry N. Owens", written over a horizontal line.

Attest:

A handwritten signature in blue ink, appearing to read "Duane Vaen", written over a horizontal line.

Clerk

(SEAL)



TOWN OF SHARPSBURG, GEORGIA

By: _____
Mayor

Attest:

Clerk

(Intergovernmental Agreement)

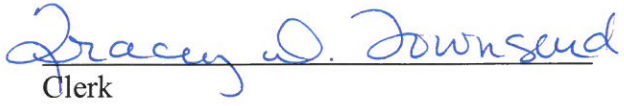


TOWN OF TURIN, GEORGIA

By: 

Mayor

Attest:



Clerk