

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of [December \_\_\_\_], 2018 (the “Effective Date”) by and among the CITY OF DALTON, GEORGIA (the “City”), WHITFIELD COUNTY, GEORGIA (the “County”), the CITY OF DALTON BOARD OF EDUCATION (the “Board of Education”) and the DOWNTOWN DALTON DEVELOPMENT AUTHORITY (the “DDDA”).

**WITNESSETH:**

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City, the County, the Board of Education and the DDDA do hereby agree, as follows:

**ARTICLE I**

**Section 1.1. Definitions.** In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

“Board of Education” means the City of Dalton Board of Education.

“Board of Education Resolution” means that certain resolution adopted by the Board of Education on [\_\_\_\_], 2018, *inter alia*, consenting to the inclusion of certain Board of Education ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“Bond Resolution” means the Bond Resolution, Bond Ordinance, Trust Indenture, or other document pursuant to which the TAD Bonds are issued.

“City” means the City of Dalton, Georgia.

“City Resolution” means that certain resolution adopted by the Mayor and Council of the City on December 30, 2015, *inter alia*, approving and adopting the City of Dalton Redevelopment Plan: Downtown, establishing the Redevelopment Area, creating the TAD #1, and other related matters, as supplemented by the resolution adopted on [\_\_\_\_], 2018, approving this Agreement.

“County” means Whitfield County, Georgia.

“County Resolution” means that certain resolution adopted by the Board of Commissioners of the County on [\_\_\_\_], 2018, *inter alia*, consenting to the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increments,

authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“DDDA” means the Downtown Dalton Development Authority.

“DDDA Resolution” means that certain resolution adopted by the board of the DDDA on [\_\_\_\_], 2018, *inter alia*, consenting to the inclusion of certain DDDA ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“Georgia Constitution” means the Constitution of the State of Georgia of 1983, as amended.

“Real Property Tax Allocation Increment” means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

“Redevelopment Agency” means the redevelopment agency for the TAD #1 selected by the City in accordance with the Redevelopment Powers Law.

“Redevelopment Area” means that certain area located within the City and within the County created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as [“City of Dalton - Downtown Redevelopment Area”], as more fully described in the City Resolution and the Redevelopment Plan.

“Redevelopment Cost” shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

“Redevelopment Plan” means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the [“City of Dalton Redevelopment Plan: Downtown”], as more fully identified in the City Resolution.

“Redevelopment Powers Law” means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

“Special Fund” means the special fund with respect to the TAD #1 created pursuant to O.C.G.A. Section 36-44-11 (c) of the Redevelopment Powers Law.

“State” means the State of Georgia.

“TAD #1” means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as

[“Tax Allocation District #1 – Downtown”], as more fully described in the City Resolution and in the Redevelopment Plan.

“TAD Bonds” means those certain tax allocation bonds (as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law) of the City with respect to the TAD #1 that the City intends to issue as may be necessary to implement provisions of the Redevelopment Plan with respect to the TAD #1, as provided in the City Resolution, which may include one or more series of bonds and which may be issued at one or more times.

“Tax Allocation Increment” means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the TAD #1, limited to the Real Property Tax Allocation Increment.

## ARTICLE I

**Section 1.2. Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The TAD #1 was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD #1 became effective on the Effective Date of December 30, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD #1.

(c) The City intends to authorize the issuance of TAD Bonds as may be necessary to implement provisions of the Redevelopment Plan.

(d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County, the Board of Education and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district. all or part of the general funds derived from the tax allocation

district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

(e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement.

**Section 1.2. Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the Board of Education and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary the Redevelopment Powers Law provides that ad valorem property taxes of the County derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the governing body of the County consents to such inclusion by resolution.

(b) The County has the power to enter into this Agreement and perform all obligations contained herein and has by proper action duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the County from ad valorem property taxes levied by the County on taxable real property within the TAD #1 in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

**Section 1.3. Representations of the Board of Education.** The Board of Education makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Board of Education is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the County and the DDDA for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the Board of Education derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the Board of Education consents to such inclusion by resolution.

(b) The Board of Education has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the Board of Education from ad valorem property taxes levied by the City on behalf of the Board of Education on taxable real property within the TAD #1 in

the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

**Section 1.4 Representations of the DDDA.** The DDDA makes the following representations as the basis for the undertakings on its part herein contained:

(a) The DDDA is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City, the County and the Board of Education for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that ad valorem property taxes of the Board of Education derived from a municipal tax allocation district located within the geographic boundaries of the County may be included in the computation of tax allocation increments of the tax allocation district if the DDDA consents to such inclusion by resolution.

(b) The DDDA has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the DDDA from ad valorem property taxes levied by the City on behalf of the DDDA on taxable real property within the TAD #1 in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.

## ARTICLE II

**Section 2.1. Term of the Agreement.** The term of this Agreement (the “Term”) shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until the first to occur of (i) payment in full of the TAD Bonds, (ii) December 31, 20\_\_\_\_ or (iii) the termination of the TAD #1.

**Section 2.2. Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment.**

(a) Pursuant to the County Resolution, the County has consented and agreed to inclusion of County ad valorem taxes on real property within the TAD #1 in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

(b) Pursuant to the Board of Education Resolution, the Board of Education has consented and agreed to inclusion of the Tax Allocation Increments derived from the educational ad valorem property tax millage for real property established by the Board of Education and levied by the City in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

(c) Pursuant to the DDDA Resolution, the DDDA has consented and agreed to inclusion of the Tax Allocation Increments derived from the educational ad valorem property tax

millage for real property established by the DDDA and levied by the City in the computation of the Tax Allocation Increments in accordance with the Redevelopment Powers Law, subject to and in accordance with this Agreement.

**Section 2.3. Covenants of the City.**

(a) The City will provide to the County, the Board of Education and the DDDA (i) commencing with calendar year 2019 and each calendar year thereafter, within eighty (80) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increments and the use of such funds, and (ii) commencing with the City's fiscal year 2019 and each fiscal year thereafter, within ten (10) business days of its issuance, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD #1, if any, or the City.

(b) Pursuant to the provisions of O.C.G.A. § 36-44-3(8)(G), any funds remaining in the Special Fund, after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied each year, shall be paid annually to the City, County, Board of Education and the DDDA within 60 days after the end of the calendar year, in the same manner and in the same proportion as the most recent distribution by the County, in accordance with O.C.G.A. §36-44-11(c) of the Redevelopment Powers Law.

**ARTICLE III**

**Section 3.1. No Set-Off.** No dispute or litigation between the City and the County and the Board of Education and/or the DDDA with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

**Section 3.2. Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State.

**Section 3.3. Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

**Section 3.4. Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of anyone or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**Section 3.5. Survival or Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

**Section 3.6. 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.

**Section 3.7. Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the City, the County, the Board of Education and the DDDA. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the City, the County, the Board of Education and the DDDA.

**Section 3.8. Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City, the County, the Board of Education and the DDDA, respectively, at the addresses shown below or at such other addresses as may be furnished by the City, the County, the Board of Education or the DDDA in writing from time to time:

CITY:	City of Dalton, Georgia 300 West Waugh Street Dalton, Georgia 30722-1205 Attention: Mayor
COUNTY:	Whitfield County, Georgia 301 W Crawford Street Dalton, GA 30720 Attention: Chairman, Board of Commissioners
BOARD OF EDUCATION:	City of Dalton Board of Education 300 West Waugh Street Dalton, Georgia 30722-1205 Attention: Chairman, Board of Education
DDDA	Downtown Dalton Development Authority 305 S. Depot Street Dalton, Georgia 30722 Attention: Chairman

**Section 3.9. Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right. Remedy, or claim under this Agreement.

[Remainder of Page Intentionally Left Blank]



**IN WITNESS WHEREOF**, the City, the County, the Board of Education and the DDDA have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**WHITFIELD COUNTY, GEORGIA**

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Chairman, Board of Commissioners

**CITY OF DALTON BOARD OF  
EDUCATION**

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Chairman, Board of Education

**DOWNTOWN DALTON  
DEVELOPMENT AUTHORITY**

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Chairman

[Intergovernmental Agreement]