

**STATE OF GEORGIA
CITY OF JONESBORO
COUNTY OF CLAYTON**

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), dated as of _____, 2026 (the “Effective Date”), made and entered into by and between the JONESBORO DOWNTOWN DEVELOPMENT AUTHORITY (the “DDA”), a public body corporate and politic, and the CITY OF JONESBORO, GEORGIA (the “City”), a municipal corporation of the State of Georgia (the “State”).

WITNESSETH:

WHEREAS, the DDA is a public body corporate and politic and was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, Official Code of Georgia Annotated, Title 36, Chapter 42, as amended (the “Act”), which defines its powers and purposes, and was activated pursuant to the Act by a resolution of the Mayor and Council of the City, as the City’s governing body; and

WHEREAS, the DDA has been created and activated pursuant to the Act, for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State and specifically to revitalize and redevelop the central business district of the City; and

WHEREAS, under the Act, the DDA has the power, among other things, to borrow money in furtherance of its public purposes and to use the proceeds thereof to undertake projects, including, without limitation, the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the central business district for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the DDA determine by a duly adopted resolution that the project and the use thereof would further the public purposes described in the Act; and

WHEREAS, the City desires to provide administrative assistance to the DDA, including finance, planning, management and communications assistance, and certain other services as more specifically described herein (collectively, the “Assistance”) and the City also owns and operates certain facilities that are or may be used by the DDA to accomplish its purpose of revitalizing and redeveloping the central business district of the City; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) 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; each undertaking regarding such activities, services or facilities hereinafter authorized by the City and the DDA to be performed by the DDA pursuant to this Agreement as provided herein is sometimes referred to herein individually as a "Project."

ARTICLE I: DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Rules of Construction.

The definitions referred to in this Agreement shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise specified.

Section 1.02 Recitals Incorporated Herein.

The recitals set forth above are part of this Agreement and are hereby incorporated in this Agreement by this reference.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the DDA.

The DDA represents, warrants, and agrees that:

(a) Under the provisions of the Act, the DDA is authorized to enter into and carry out the transactions contemplated by this Agreement; and

(b) There is no litigation or proceeding pending, or to the knowledge of the DDA threatened, against the DDA which would have a material adverse effect on the right of the DDA to execute this Agreement or the ability of the DDA to comply with any of its obligations under this Agreement or any other documents contemplated to be executed by the DDA in connection with the Projects; and

(c) This Agreement, upon execution of the same, will constitute the legal, valid, and binding obligation of the DDA in accordance with its terms, and performance by the DDA of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the DDA is a party or by which the DDA is bound.

Section 2.02 Representations, Warranties, and Agreements of the City.

The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation of the State, having the power to enter into and execute, deliver and perform this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Agreement; and

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other documents contemplated to be executed in connection with the delivery of any funds contemplated by this Agreement to the DDA; and

(c) This Agreement, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound.

ARTICLE III: FUNDING; APPROPRIATIONS; FINANCIAL LIMITATIONS; ADMINISTRATIVE ASSISTANCE

Section 3.01 Base Operational Funding

Subject to annual appropriation by the Mayor and Council, the City may provide funding to the DDA in the amount of \$10,000 to support its base administrative operations in furtherance of the purposes for which the DDA was created for the benefit of the City and its citizens.

Nothing herein shall preclude the City from agreeing to provide additional financial assistance as may be necessary; provided, however, that any such additional assistance must be approved in writing by the City.

Section 3.02 Limitation of Obligation

The City's financial obligations are strictly limited to amounts actually appropriated. The City shall not be obligated to:

- (a) Fund deficits or operational shortfalls;
- (b) Satisfy any debt or obligation of the DDA; or
- (c) Provide funding beyond that expressly approved.

Section 3.03 Prohibition on Reliance

The DDA shall not incur any obligation, debt, or liability in reliance upon anticipated City funding unless such funding has been duly appropriated.

Section 3.04 Executive and Administrative Support

To further assist the DDA in carrying out the public purposes for which it was created, the City may, in its discretion and subject to the availability of resources, provide executive, administrative, and operational support to the DDA. Such support may include, but is not limited to, the following:

- (a) Executive and Liaison Services, including coordination and advisory support through the City's Economic Development Director or other designated City representative, serving as a primary point of contact between the City and the DDA;
- (b) Administrative Services, including access to office systems and tools such as email, calendaring, and electronic document storage;
- (c) Use of City Facilities, including conference rooms, audiovisual equipment, file storage, and other available workspace;
- (d) Marketing and Communications Support, including use of the City's website, public information channels, and, where appropriate, coordination with the City's Occupational Tax office business contact resources;
- (e) Legal Services, as may be requested or required in connection with DDA operations or jointly pursued projects, including limited use of the City Attorney; provided, however, that the DDA shall retain separate legal counsel in any matter presenting a conflict of interest between the City and the DDA; and
- (f) Clerical and Staff Support, including the use of a portion of the time and effort of designated City personnel to perform administrative or support functions for the DDA (collectively, the "City Staff Services").

The City intends to coordinate in good faith to support the DDA's mission within the framework of this Agreement. The DDA's use of the Assistance shall not unreasonably interfere with the City's operations. The DDA acknowledges that it has no vested right or entitlement to ongoing City support services.

Section 3.05 Revenues and Finances

(a) Financial Administration and Oversight.

In order to promote transparency, accountability, and efficient use of public resources, the DDA agrees that all funds of the DDA, from whatever source derived, shall be administered in coordination with the City. To the extent permitted by law:

- (i) All DDA funds shall be deposited into accounts designated or approved by the City;

(ii) All disbursements of DDA funds shall be processed through the City's financial system or other procedures established by the City; and

(iii) No expenditure, obligation, or financial commitment of the DDA shall be made without prior review and approval by the City Manager or his/her designee, which approval shall be limited to confirming budgetary compliance, availability of funds, and consistency with applicable law and this Agreement.

The parties acknowledge that this administrative structure is intended solely to promote financial accountability and shall not be construed to impair or limit the DDA's statutory authority under the Act.

(b) Annual Financial Audit.

The DDA shall provide complete financial records to the City in a form acceptable to the City for inclusion in the City's annual audit and financial reporting processes.

(c) Quarterly Reporting.

Within fifteen (15) days after the end of each fiscal quarter, the DDA Chair shall provide to the Mayor and City Council a written report summarizing the DDA's activities, financial condition, current and prospective Projects, and any other information reasonably requested by the City.

(d) Budget Submission and Approval.

The DDA shall prepare and submit an annual operating budget to the City for review and approval. The DDA shall not expend City-designated funds except in accordance with an approved budget, unless otherwise authorized in writing by the City.

(e) Revitalization and Redevelopment Efforts.

The DDA shall use commercially reasonable efforts to carry out the revitalization and redevelopment of the City's central business district; provided, however, that all activities involving the expenditure of funds shall be subject to the financial administration and approval requirements set forth in this Section.

(f) Revenue Sharing.

Except as expressly provided in a project-specific MOU, each party shall retain its own revenues, proceeds, and financial benefits. This Agreement does not create any revenue-sharing arrangement.

ARTICLE IV: THE PROJECTS

Section 4.01 Initiation of Projects.

Each Project to be undertaken under this Agreement that involves the City or the use of City resources shall be authorized by formal resolution of the DDA and approved by formal action of the governing body of the City. Each Project shall be subject to the applicable provisions of this

Agreement, including, without limitation, the requirements governing project-specific agreements as set forth elsewhere herein.

Section 4.02 Existing Projects and Obligations.

Notwithstanding any provision of this Agreement to the contrary, the projects, financings, bonds, contracts, and other obligations of the DDA identified on Exhibit B attached hereto (collectively, the “Existing Projects”) shall not be subject to the approval requirements set forth in Section 4.01.

(a) No Impairment of Existing Obligations.

Nothing in this Agreement shall be construed to impair, limit, or modify any rights, duties, or obligations of the DDA or any third party arising under any Existing Project, including, without limitation, any bond resolutions, trust indentures, intergovernmental agreements, development agreements, leases, or financing documents.

(b) Continued Administration.

The DDA shall continue to administer and perform its obligations with respect to the Existing Projects in accordance with the terms of the applicable governing documents.

(c) Coordination and Disclosure.

The DDA shall provide to the City, upon reasonable request, information regarding the status of Existing Projects, including financial condition, material amendments, and significant developments; provided, however, that such coordination shall not be construed as granting the City approval authority over Existing Projects except as otherwise required by law or existing agreements.

(d) Material Modifications.

Any material amendment, refinancing, restructuring, extension, or expansion of an Existing Project that:

- (i) requires the use of City funds or resources; or
- (ii) creates a financial obligation or exposure for the City; or
- (iii) materially alters the scope or risk profile of the Existing Project

shall be subject to approval by the City in accordance with the applicable provisions of this Agreement governing City participation.

(e) Existing DDA Property and Projects

(i) The DDA’s existing real property holdings are identified in Exhibit A attached hereto and incorporated herein. This list shall be amended from time.

(ii) The DDA represents that Exhibit B constitutes a complete and accurate list, in all material respects, of all Existing Projects as of the Effective Date.

Section 4.03 Public Purpose.

The public purposes to be served by this Agreement include:

- (a) Placing any Project in service as a revitalization and redevelopment capital project in the City's central business district;
- (b) The addition of value to the property and to adjacent and nearby property on the tax digest that would not otherwise be available;
- (c) Other public revenues such as sales and use taxes and business license fees that will be generated by such Projects that otherwise would not be received by the City; and
- (d) The addition of economic stimulus in the City's central business district,

all of which (as found and determined by the City and the DDA) will promote the development of trade, commerce and employment opportunities and the redevelopment and revitalization of the central business district of the City. The benefit to be received by the City, the DDA and the citizens of the City therefrom is sometimes referred to herein as the "Public Benefit."

ARTICLE V: IMMUNITY

No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the DDA or the City contained in this Agreement, or for any claim based hereon or thereon, against any member, director, officer, employee, or official of the DDA or the City, or of any successor thereto, in his or her individual capacity, whether by virtue of any constitutional provision, statute, or rule of law.

This Agreement constitutes solely a corporate obligation of the DDA and the City and no personal liability shall attach to or be incurred by any member, director, officer, employee, or official of the DDA or the City, or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements contained herein. All such personal liability of any character is hereby expressly waived and released.

Nothing contained in this Agreement shall be construed as a waiver of any immunity or limitation of liability available to the City or the DDA, or to their respective officers, officials, employees, or agents, under the Constitution and laws of the State of Georgia, including, without limitation, sovereign immunity and official immunity.

The protections set forth in this Article V shall survive the termination of this Agreement.

ARTICLE VI: TERM; MISCELLANEOUS

Section 6.01 Term of this Agreement.

This Agreement shall remain in effect for an initial term of five (5) years from the Effective Date of the last Party's signature, unless earlier terminated as provided herein. The parties may renew this Agreement upon mutual written agreement.

Notwithstanding the foregoing. A project undertaken pursuant to a separate Memorandum of Understanding may have a term extending beyond the term of this Agreement, and in such event, the MOU terms shall control.

Section 6.02 Termination.

If a dispute, disagreement, or dissatisfaction arises out of or relates to this Agreement, the parties shall first attempt in good faith to resolve the matter through negotiation and, if applicable, in accordance with Section 10.04 (Dispute Resolution; Mandatory Mediation).

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party; provided, however, that no termination arising out of a dispute shall be effective unless the parties have first complied with the dispute resolution procedures set forth in Section 10.04.

Section 6.03 Notices.

All communications provided for herein shall be in writing and shall be sufficiently given and served upon the DDA and the City, as applicable, if sent by electronic mail with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the DDA:

Jonesboro Downtown Development Authority
Attention: Chairperson

If to the City:

City of Jonesboro, Georgia
1859 City Center Way
Jonesboro, Georgia 30236
Attention: Donya L. Sarter, Mayor

With an electronic copy to:
Blue Cole, City Manager
bcole@jonesboroga.gov

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 6.04: Binding Effect; Third Party Beneficiaries.

This Agreement shall inure to the benefit of and shall be binding upon the DDA and the City, and their respective successors and assigns. There shall be no third-party beneficiaries of this Agreement.

Section 6.05 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.06 Amendments, Changes and Modifications.

This Agreement may not be amended except in writing signed by both of the parties hereto.

Section 6.07 Execution Counterparts.

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

Section 6.08 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

Section 6.09 Law Govering Construction of Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

ARTICLE VII: GOVERNANCE; AUTHORITY; COMMUNICATIONS

Section 7.01 DDA Authority

The DDA shall act solely through official action of its board, duly taken in accordance with applicable law, its bylaws, and governing procedures.

Section 7.02 No Individual Authority

No individual member of the DDA board shall have authority, acting alone, to:

- (a) Bind or obligate the DDA;
- (b) Make representations or commitments on behalf of the DDA; or
- (c) Direct, supervise, or otherwise control City staff or resources.

Section 7.03 Communication Protocol

All formal requests for City assistance or coordination shall:

- (a) Be made by the DDA Chair or an authorized designee of the DDA; and
- (b) Be directed to the City Manager or his or her designee.

The City Manager shall serve as the primary administrative point of coordination between the City and the DDA.

Section 7.04 Direction and Control of City Staff

All City officers, employees, and agents shall remain under the exclusive direction, supervision, and control of the City. Nothing in this Agreement shall be construed to authorize the DDA or any of its members to direct or control City personnel.

Section 7.05 Ongoing Coordination

The City and the DDA agree to maintain open and regular lines of communication and to confer, as reasonably requested by either party, regarding operations, priorities, and potential opportunities for collaboration consistent with this Agreement.

Section 7.06 Staff Performance; Issue Resolution

(a) Good Faith Performance.

Any City personnel assigned to provide services to the DDA pursuant to this Agreement shall perform such services in good faith and in a professional and reasonably responsive manner, consistent with their assigned roles and responsibilities.

(b) Concerns Regarding Assigned Staff.

If the DDA has concerns regarding the performance, responsiveness, or effectiveness of any City personnel providing services under this Agreement, the DDA Chair may submit such concerns in writing to the City Manager or his or her designee.

(c) City Review and Response.

Upon receipt of such notice, the City Manager or designee shall review the matter and, in the City's sole discretion, take such action as the City deems appropriate.

(d) No Right of Direction or Control.

Nothing in this Section shall be construed to grant the DDA authority to supervise, discipline, or direct City personnel, all of whom shall remain under the exclusive control of the City.

(e) Continued Coordination.

The City and the DDA shall work in good faith to resolve operational issues in a manner that supports effective service delivery.

ARTICLE VIII: REPORTING AND ACCOUNTABILITY

Section 8.01 Annual Report

The DDA shall prepare and submit to the Mayor and City Council an annual report summarizing:

- (a) DDA activities during the preceding year;
- (b) DDA financial condition; and
- (c) The status of all ongoing and completed Projects.

Section 8.02 Records; Inspection

The DDA shall maintain books, records, and accounts sufficient to demonstrate compliance with this Agreement and applicable law. Such records shall be made available to the City for inspection upon reasonable request, subject to applicable confidentiality requirements.

ARTICLE IX: LIABILITY; NON-RECOURSE; SEPARATION

Section 9.01 No City Liability

The City shall have no obligation or liability for any debt, obligation, or liability of the DDA, whether arising in contract, tort, or otherwise.

Section 9.02 No Recourse

No recourse shall be had for the enforcement of any obligation under this Agreement against any officer, elected official, employee, or agent of the City or the DDA in his or her individual capacity.

Section 9.03 Separate Legal Obligations

The obligations of the City and the DDA under this Agreement are separate and distinct. Nothing herein shall be construed to create joint liability or to attribute the obligations of one party to the other.

Section 9.04 No Waiver of Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity or limitation of liability available to the City or the DDA under the Constitution and laws of the State of Georgia, including, without limitation, sovereign immunity and official immunity.

ARTICLE X: TERM; TERMINATION; DISPUTE RESOLUTION

Section 10.01 Term

This Agreement shall remain in effect for a period not to exceed fifty (50) years from the Effective Date unless earlier terminated as provided herein.

Section 10.02 Termination for Convenience

Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

Section 10.03 Termination for Cause

Either party may terminate this Agreement immediately upon written notice in the event of a material breach by the other party that remains uncured after reasonable notice and opportunity to cure, if applicable.

Section 10.04 Dispute Resolution; Mandatory Mediation

(a) Informal Resolution.

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through informal discussions between the City Manager and the DDA Chair.

(b) Mandatory Mediation.

If the dispute is not resolved within fifteen (15) days, the parties shall submit the dispute to mediation before a mutually agreed-upon mediator located within the State of Georgia.

(c) Condition Precedent.

Participation in mediation shall be a mandatory condition precedent to the filing of any legal action arising out of this Agreement, and failure to participate in such mediation may be asserted as a defense to any such legal action.

(d) Costs.

The costs of mediation shall be shared equally by the parties unless otherwise agreed.

(e) Reservation of Rights.

Nothing herein shall waive or limit any legal rights or remedies available to either party following completion of mediation.

Section 10.05 Survival

All provisions relating to liability, financial obligations, property responsibilities, immunity, and dispute resolution shall survive the termination of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the DDA and the City have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

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EXHIBIT A

DDA-OWNED REAL PROPERTY

This Exhibit A constitutes a complete and accurate list, in all material respects, of all real property owned by the Downtown Development Authority of the City of Jonesboro (the “DDA”) as of the Effective Date of this Agreement (collectively, the “DDA Property”).

For each parcel of DDA Property, the following information shall be provided:

- Parcel Identification Number (Tax Parcel ID)
- Property Address (or legal description if no address is assigned)
- Date of Acquisition
- Current Use and Status (e.g., vacant, leased, under development)

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EXHIBIT B

EXISTING PROJECTS, FINANCINGS, AND CONTRACTUAL OBLIGATIONS

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