

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (“Lawrenceville”), and the CITY OF MULBERRY, GEORGIA, a Georgia municipal corporation in the State of Georgia (“Mulberry”).

W I T N E S S E T H:

WHEREAS, the Georgia General Assembly adopted Senate Bill 139 on March 13, 2025, and

WHEREAS, the Governor of Georgia signed Senate Bill 139 on May 14, 2025, and the legislation became effective on that date; and

WHEREAS, Senate Bill 139 added certain properties to the corporate boundaries of Mulberry; and

WHEREAS, Senate Bill 139 contained a typographical error in line 290 of the legislation that incorrectly identified a parcel of property by reference to a Deed Book and page number of the Gwinnett County deed records; and

WHEREAS, the typographical error incorrectly identified a parcel of land known as Gwinnett County Tax parcel R5179-296 which property is located within the geographic boundaries of Lawrenceville as a parcel of land to be annexed into Mulberry; and

WHEREAS, Lawrenceville and Mulberry desire to address how to deal with this typographical error in the legislation;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lawrenceville and Mulberry do hereby agree as follows:

1. Lawrenceville and Mulberry shall jointly request that the General Assembly adopt such legislation during the 2026 session as required to confirm that Gwinnett County Tax parcel R5179-296 is not part of Mulberry and that the property will continue to be located within the boundaries of Lawrenceville.

2. Until the legislation referenced in paragraph 1 is adopted and becomes effective, Lawrenceville and Mulberry agree that Lawrenceville will continue to provide all municipal

services for the property known as Gwinnett County Tax parcel R5179-296, including, but not limited to, garbage collection, stormwater services, code enforcement, police protection, municipal gas and electric utilities, and shall be entitled to charge and receive and fees associated with providing these municipal services.

3. Lawrenceville shall be entitled to collect City ad valorem taxes for Gwinnett County Tax parcel R5179-296 for the year 2025 and all subsequent years.

4. The elected officials, appointed officials and city attorneys for Lawrenceville and Mulberry are authorized and directed to take all actions necessary to carry out the intent of this Intergovernmental Agreement.

5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

6. This IGA expresses the entire understanding and agreement between the parties hereto.

7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

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

9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto and properly approved in accordance with the provisions of Georgia law.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____

David R. Still, Mayor

Attest _____

Karen Pierce, City Clerk

(City Seal)

CITY OF MULBERRY

Date Signed: _____

By _____
Mayor

Attest _____
City Clerk

(City Seal)