

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF STONECREST AND THE STONECREST  
DEVELOPMENT AUTHORITY**

This Memorandum of Understanding (hereinafter referred to as "**MOU**") is made and entered into by and between **the City of Stonecrest ("the City")**, with principal offices at 3120 Stonecrest Blvd., Stonecrest, Georgia 30038, and the **Stonecrest Development Authority ("SDA")** with principal offices at \_\_\_\_\_ (collectively, the "**Parties**"). This Agreement sets forth the terms, conditions, and obligations of the Parties.

**Recitals**

WHEREAS, on or about \_\_\_\_\_, the City budgeted and remitted to the SDA a loan in the amount of \$100,000.00 for the purposes of funding SDA activities as allowed by O.C.G.A. § 36-62-1, *et seq.*; and

WHEREAS, after the budgeted and approved loan was transferred to the SDA, an unapproved transfer in the amount of \$50,000.00 was transferred from the City to the SDA on or around \_\_\_\_\_; and

WHEREAS, the SDA, under former leadership, received and spent a portion of the unapproved funds; and

WHEREAS, neither the initial loan nor the unapproved funds have been paid back to the City; and

WHEREAS, it is the desire and intentions of the current SDA members to repay the total of \$150,000.00 back to the City to represent a reimbursement of the unauthorized transfer and the repayment of the loan; and

WHEREAS, the SDA does not currently have enough funds in its account to repay the full amount owed to the City; and

WHEREAS, the SDA, under its current leadership, expects and anticipates various projects to generate SDA funds; and

WHEREAS, it is the intention of the SDA Board to use the funds generated by the upcoming projects to repay the City; and

WHEREAS, the Parties desire to enter into this MOU to address, among other things, each party's duties and responsibilities as it relates to the repayment of the funds at issue.

**Terms**

- 1. Purpose:** To effectuate the repayment of monies owed by the SDA to the City.
- 2. Term:** The MOU shall be effective upon the day and date the last payment of the \$150,000.00, which represents the loan and unauthorized transfer, is made by the SDA to the City, but not to extend beyond **December 31, 2026**. The MOU may be terminated or extended by mutual written consent of the Parties to this MOU.
- 3. Responsibilities of the SDA:**
  - 3.1** The SDA will prepare and provide to the City an accounting statement at the time of execution of this MOU and after the successful completion of each project secured by the SDA.

**3.2** The SDA will provide a timeline to the City of when and how the total of \$150,000.00 will be repaid to the City by March 1, 2024. Said timeline shall not extend beyond the term of this MOU. The timeline shall be voted on by the SDA Board before forwarded to the City and the City must approve the timeline by a majority vote.

**3.3** The SDA shall pay its financial obligations required under this MOU within thirty (30) days from the timeline date or this MOU will be void and the City shall have the authority to collect its loan and unauthorized funds by any means allowed under the law, up to and including litigation.

**3.4** The SDA will provide an accounting of its financial activity to be included in the City's annual audit.

**3.5** The SDA, upon request by either the Mayor or the City Manager, shall provide any and all documents relating to its financial activity if said request is outside of the terms of this MOU. However, such accounting shall not be requested more frequently than monthly.

#### **4. Responsibilities of the City:**

**4.1** The City shall not unduly withhold additional funding to the SDA.

**4.2** The City shall not withhold the SDA's access to the City's financial staff to assist in its preparation of accounting activity.

**4.3** The City shall provide its support to the SDA's statutory activities and projects as to not hinder the SDA's success.

**4.4** Within 30 days of receipt of payment from the SDA, the City shall provide an update of the balance owed to the SDA.

#### **5. General Provisions:**

**5.1 Amendments:** Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

**5.2 Applicable Law:** This MOU shall be construed under and in accordance with the laws of the State of Georgia. The legal venue of this MOU and any dispute arising therefrom shall lie in the appropriate court in DeKalb County, Georgia.

**5.3 Entirety of Agreement:** This MOU contains the entire agreement between the Parties, and supersedes any prior negotiations, representations, and agreements concerning the subject matter of this MOU whether written or oral.

**5.4 Severability:** In the event any provision of this MOU is held to be invalid or

unenforceable for any reason, the remainder of the MOU shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.

**5.5 No Prior Assignment of Rights:** The Parties warrant that they have not assigned, pledged, or otherwise transferred any portion of this MOU and that no other person or entity has any interest therein.

**5.6 Liability and Indemnification:** To the extent allowed by law, each Party shall indemnify and hold harmless the other Party, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any action related to such brought by any person and/or estate which may arise, or which may be alleged to have arisen out of or in connection within, the scope of this MOU.

**5.7 Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**5.8 Counterparts:** This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU. PDF signatures shall constitute original signatures.

The effective date of this MOU is the date of the signature last affixed to this page.

**THE CITY OF STONECREST**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Attorney for the City

**STONECREST DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Attorney for the SDA