

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”), made and effective as of the 1st day of January, 2024 (the “Effective Date”), by and between the **CITY OF STONE MOUNTAIN, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STONE MOUNTAIN**, a body corporate and politic and political subdivision of the State of Georgia (the “DDA” or “Authority”).

WITNESSETH:

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) provides that: “The state, or any institution, department, or other agency thereof, and county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;” and

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, et seq., as amended (“DDA Law”), and an activating resolution of the Council of the City of Stone Mountain, duly adopted on September 18, 2006, and is now existing and operating as a public body corporate and politic; and

WHEREAS, for the public good and general welfare, the DDA’s purpose is found in the revitalization and redevelopment of the central business district of the City, the development of existing trade, commerce, industry, and employment within the City, and the promotion of new trade, commerce, industry, and employment opportunities within the City; and

WHEREAS, revitalization and redevelopment of the central business district by financing projects under the DDA Law will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and will promote the general welfare of this state; and

WHEREAS, it is, therefore, in the public interest and is vital to the public welfare of the people of this state and the people of this City that funding should be provided to the DDA in support of its efforts, purposes and goals; and

WHEREAS, the City and the DDA agree to enter into this Contract regarding the parties’ responsibilities hereunder and to define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA.

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 City and the DDA do hereby agree, as follows:

1.

Contract Term. This Contract shall become effective as of the Effective Date and shall continue in effect until December 31, 2024.

2.

Service Area. In accordance with the procedures defined by state law, the City has designated the Downtown Development District (“District,” *Attachment 1*) in which the DDA may provide services in accordance with the purposes for which it was created.

3.

Support. In accordance with the directives stipulated by the City Manager, the City undertakes the commitment to furnish the DDA with the following services:

- a) Staffing support facilitated by the City’s Economic Development Director/DDA Director.
- b) Financial accounting services / DDA monthly detailed financial reports consistent with those provided to the City Council, and an independent financial audit.
- c) The provision of fully furnished meeting space for the DDA at 922 Main Street, Stone Mountain, GA 30083.

4.

Payment for Services. As approved in the City’s FY2024, budget, the City will provide funding support to the DDA in the amount of \$214,317.80 over the term of the Contract. This sum will be payable in two equal installments: one to be paid on or by January 31, 2024, and the other to be paid on or by July 31, 2024. Both installment payments will be a net amount after deducting staff support costs supplied by the City as listed under *Total Personal Services/Benefits* in the FY2024 DDA budget.

The expenses associated with the financial accounting, the annual audit, and the furnished meeting space will be paid/provided by the City. Expenses associated with staff support provided by the City’s Economic Development Director/DDA Director will be paid by the DDA. Support (monetary and in-kind) provided by the City to the DDA will be accounted for in budgeted allocations, and liability account line items maintained by the City’s financial accounting office will account for the DDA liability to the City.

5.

General Obligation & Tax Treatment of Note Payments. As per state law, the City shall not be responsible for any general obligations incurred by the DDA. All funds procured by the DDA shall be in accordance with the DDA Law.

6.

Amendments. It is contemplated by the City and the DDA that this Contract may be amended to address other projects which may be desired by the City and the DDA. If DDA selects a Downtown Development Project requiring in-kind or financial support from the City beyond the scope of this general service agreement, it shall prepare a project-based Intergovernmental Agreement for the City’s consideration. The City hereby makes no assurances that such Intergovernmental Agreement shall be approved.

7.

Annual Report & Plan. The DDA agrees to provide to the City an annual report specifying programs, projects and achievements of the Authority during the immediately preceding fiscal calendar year and the impact of the programs and projects on the Downtown Development Area. The DDA also agrees to provide to the City the annual work plan submitted to the Department of Community Affairs for the Main Street Program for the fiscal year 2025, including the necessary steps for achievement.

8.

Joint Meeting. If desired by the City Council, the City and the DDA agree to hold a joint meeting of the City Council and the DDA on an annual basis at a time and place agreeable to each party.

9.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which provisions shall remain in full force and effect.

10.

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

11.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

12.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

(remainder of this page intentionally left blank)

(signature page follows)

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

SIGNED FOR THE DDA OF STONE MOUNTAIN ON _____ (DATE):

BY: _____ (SEAL)
Carl Wright, Chairperson

ATTEST: _____
Thom Deloach, Vice Chairperson

.....

SIGNED FOR THE CITY OF STONE MOUNTAIN ON _____ (DATE):

BY: _____ (SEAL)
Dr. Beverly Jones, Mayor

ATTEST: _____
Shawn Edmondson, Assistant City Manager

Approved as to form:

Jeff Strickland, City Attorney