

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”), made and entered into as of the _____ day of _____, 20____, 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, the DDA finds as its purpose in the DDA Law (O.C.G.A. § 36-42-2) the revitalization and redevelopment of the central business district of the municipal corporation (Stone Mountain, Georgia) and promotes for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporation of this state. Revitalization and redevelopment of the central business districts by financing projects under this chapter will develop and promote for the public good and general welfare trade, commerce, and industry and employment opportunities and will promote the general welfare of this state. It is, therefore, in the public interest and is vital to the public welfare of the people of this state and is declared to be the public purpose of this chapter, so to revitalize and redevelop the central business districts of the municipal corporations of this state. No bonds, notes, or other obligations, except refunding bonds, shall be issued by an authority under this chapter unless its board of directors adopts a resolution finding that the project for which such bonds, notes, or other obligations to be issued promote the foregoing objectives: and

WHEREAS, the City and the DDA wish to enter into this agreement to better set out the parties’ responsibilities and to better 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 upon the date of execution and shall continue in effect until January 20, 2025.

2.

Service Area. In accordance with the procedures defined by state law, the City has designated the Downtown Development District (“District,” *Attachment I*) 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 Downtown Development Authority (DDA) with the following services:

- Staffing support facilitated by the Economic Development Director/DDA Director.
- Financial Accounting Services / DDA monthly detailed financial reports consistent with those provided to the City Council; and an independent financial audit.
- Additionally, the city will provide a fully furnished meeting space for the DDA, situated at 922 Main Street, Stone Mountain, GA 30083.

4.

Payment for Services.

The City will fund the DDA in the amount of \$214,317.80 over the term of the contract, payable in two equal installments, the first due on January 31, 2024, and the remaining installments to be paid by the City to the DDA no later than July 31, 2024 after deducting staff support costs listed under *Total Personal Services/Benefits* in the FY2024 DDA budget.

This meticulously structured framework underscores a commitment to financial precision, accountability, and adherence to stipulated timelines throughout the fiscal year. The expenses of the financial accounting and annual audit, and a furnished meeting space at 922 Main Street, Stone Mountain 30083 (at a calculated rental amount of \$210.00 (two hundred ten dollars) per month) will be paid by the City. Expenses for staff support by the Economic Development Director/DDA Director will be paid by the DDA. Contributions (monetary and in-kind) made 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 agreement 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 of Stone Mountain beyond the scope of this general service agreement, it shall prepare a project-based Intergovernmental Agreement for the City of Stone Mountain's consideration. The City of Stone Mountain 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 Mayor and 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.

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

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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