

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, 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 created under the laws of the State of Georgia (the “DDA”).

### **RECITALS**

**WHEREAS**, pursuant to the Charter of the City of Stone Mountain, Georgia, the City may make appropriations for the support of the government of the City; to authorize the expenditure of money for any purposes authorized by the Charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and, to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the City and its residents;

**WHEREAS**, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1 (a) empowers the City as a municipal corporation of the State of Georgia to contract for any period not exceeding fifty (50) years with each other or with any other public agency, public corporation, or public authority such as the DDA 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;

**WHEREAS**, the DDA is a body corporate and politic of the State of Georgia 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 (the “Act”), and Resolution 2006-26 adopted by the Mayor and Council of the City on September 18, 2006;

**WHEREAS**, the purpose of the DDA pursuant to Resolution 2006-26 is to develop, pursue, and promote the furtherance of existing and new trade, commerce, industry, and employment opportunities through revitalization and redevelopment within the downtown development area defined by Resolution 2006-26 for the public good and general welfare of the City and its residents;

**WHEREAS**, the DDA is authorized under the Act to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the DDA or to further the public purpose for which the DDA is created that will revitalize and redevelop the City’s commercial business districts;

**WHEREAS**, the DDA is authorized under the Act to finance (by loan, grant, lease, or otherwise), operate, or manage projects and to pay the cost of any project from the proceeds of the DDA or any other funds of the DDA, or from any contributions or loans by persons, corporations, partnerships, or other entities, all of which the DDA is authorized to receive, accept, and use;

**WHEREAS**, the DDA is authorized under the Act to encourage and promote the improvement and revitalization of the downtown development area and to make, contract for, or otherwise cause to be made long-range plans or proposals for the downtown development area in cooperation with the City;

**WHEREAS**, the DDA is authorized under the Act to contract with the City to carry out supplemental services in the downtown development area;

**WHEREAS**, the DDA in pursuing its works under the Act uses the Main Street Four Point Approach that seeks (1) the promotion of the downtown development area of the City through special events and individualized marketing plans; (2) quality design supporting and enhancing the physical and visual assets of the downtown development area; (3) organization of interests, leadership, partnerships, local businesses and nonprofits, and commitments for sustainable revitalization efforts for the downtown development area; and, (4) economic development and vitality for and within the downtown development area that focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property redevelopment, and create a supportive environment for entrepreneurs and innovators that drive the local economy;

**WHEREAS**, the City has determined that the revitalization and redevelopment of the downtown development area by financing the DDA to fund projects under the Act 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 City;

**WHEREAS**, the DDA has determined that receipt and acceptance of funding from the City will further trade, commerce, industry, and employment in the downtown development area of the City as required by and consistent with the purposes and provisions of the Act;

**WHEREAS**, the City and the DDA have determined that it is, therefore, in the public interest and is vital to the public welfare of the people of this City that funding should be provided to the DDA in support of its efforts, purposes, and goals to revitalize and redevelop the downtown development area;

**WHEREAS**, the City and DDA desire to work collaboratively together to maintain a mutually beneficial, efficient, and cooperative relationship that will promote economic development and the overall interests of the residents of the City and the trade, commerce, industry, and employment opportunities within the City; and,

**WHEREAS**, the City and DDA desire to enter into this Agreement to set out the parties' responsibilities and to define the relationship of staff, management of programming, and financial obligations with respect to the City and DDA for a limited term in order to accomplish these objectives.

**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 to the above recitals and as follows:

1.

**Term of the Agreement.** The term of this Agreement shall commence on January 1, 2025 and shall continue in full force and effect until December 31, 2025.

2.

**Downtown Development Area.** The service area of the DDA under this Agreement shall be the geographical area of the “downtown development area” as established by Resolution 2006-26 and constituting the “central business district” of the City as contemplated by the Act. A true and correct copy of the map of the service area is attached hereto and incorporated herein as Exhibit A.

3.

**Commitment by the City of Funding, Financial & Accounting Services, and Staffing.**

The City commits and agrees as follows:

- (a) To contribute and pay the monetary sum of One Hundred Seventy-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$175,750.00) to the DDA consistent with the *DDA Budget Request FY2025* memorandum attached hereto and incorporated herein as Exhibit B and subject to adjustment by an amendment to this Agreement pursuant to Section 6 below, including, but not limited for promotion and advertising, certain administrative expenses (i.e., legal expenses and training), contracted labor for the installation of two (2) murals, enhancement grants for local businesses, and special events, all of which shall be consistent with the purposes and provisions of the Act and this Agreement (the “City Funding”);
- (b) To provide, at no cost to the DDA or reduction in the City Funding, supplemental administrative support to the DDA (i.e., economic and community development, financial services and accounting, administrative) as may be necessary to assist the DDA in the performance and fulfillment of its obligations under this Agreement, including staff support for all meetings of the DDA;
- (c) To maintain separate, designated, and segregated bank accounts for the DDA for the deposits, accounting, and disbursements, including, but not limited to the City Funding, to be held and maintained as set forth in this Agreement (the “DDA Accounts”);
- (d) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the City Funding, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A.

§ 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;

- (e) To provide to the Treasurer and Executive Director of the DDA detailed general ledgers, balance sheets, bank statements, and annual audit findings for the DDA Accounts and other such accounts holding or designated for DDA funds for the fiscal years of 2022, 2023, and 2024;
- (f) To provide to the Treasurer and Executive Director of the DDA detailed financial reports for the DDA Accounts for the prior month within forty-five (45) days of the end of each month during the term of this Agreement, including, but not limited to detailed general ledgers, balance sheets, bank statements, and annual audit findings;
- (g) To provide, at no cost to the DDA or reduction in the City Funding, meeting space at City Hall located at 875 Main Street, Stone Mountain, Georgia 30083, including as necessary meeting space for public meetings and executive sessions;
- (h) To participate in at least one (1) annual work review and planning session with the DDA during the term of this Agreement; and,
- (i) To support in good faith the work of the DDA consistent with the purposes and provisions of the Act and this Agreement.

4.

**Disbursement of the City Funding.** The City shall disburse the City Funding into the operating account of the DDA Accounts for use by the DDA in its discretion subject to the Act and this Agreement in four (4) equal quarterly installments payable as follows: (a) January 15, 2025; (b) March 1, 2025; (c) July 1, 2025; and, (d) October 1, 2025. The commitment by the City of the City Funding and its disbursement to the DDA is not intended as reimbursement of costs or liabilities previously incurred by or satisfied by the DDA, but instead as an advancement of funding to the DDA for just consideration for this Agreement and for the DDA to perform and fulfill its obligations consistent with the Act and this Agreement. Portions of the City Funding remaining unspent and/or uncommitted by the DDA as of the expiration of the term of this Agreement shall continue to remain funding to and assets of the DDA subject to the purposes and goals set forth in this Agreement subject to use by the DDA consistent with the Act and this Agreement.

5.

**Commitment by the DDA.** The DDA commits and agrees as follows:

- (a) To conduct a minimum of one (1) monthly meeting open to the public and providing opportunity for public comment in compliance with the Act and the applicable

provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and to otherwise conduct its business and work in accordance with the Act;

- (b) To diligently pursue, with time being of the essence, performance and fulfillment of its obligations owed under this Agreement for promotion and advertising, installation of two (2) murals, enhancement grants for local businesses, and special events as determined by the DDA consistent with the purposes and provisions of the Act and this Agreement;
- (c) To establish minimum qualifying criteria and standards as the DDA determines necessary for the exercise of its work under this Agreement, including for promotion and advertising, approval and installation of murals, approval and issuance of grants for local businesses, and special events, to ensure compliance with the Act and this Agreement;
- (d) To adhere to governing ethics, conflict of interest policies, and financial management controls that provide transparency, avoid or mitigate conflicts of interest, and ensure the appropriate expenditure of the City Funding and other funds of the DDA consistent with the Act and this Agreement;
- (e) To not increase or add to the financial commitment of the City to cover or subsidize any expenditures or liabilities incurred by the DDA beyond the limits of the City Funding or terms of this Agreement;
- (f) To observe and implement management and oversight policies and controls to ensure the full training, staffing, reporting, and registration of the DDA and its Directors to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of registrations and reports, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; Georgia Main Street Program; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts;
- (g) To observe and implement policies and financial management controls to ensure the full accounting, reporting, and registration of the DDA Accounts, including accounting for all revenues and expenditures, to ensure accountability and transparency consistent with the requirements of the Local Government Authorities Registration Act, O.C.G.A. § 36-80-16; submission of financial information, as required, to the Georgia Department of Community Affairs pursuant to O.C.G.A. § 36-81-8; and, as applicable, the rules and regulations of the Georgia Department of Community Affairs and Department of Audits and Accounts subject to and conditioned upon timely satisfaction by the City of its commitments under Section 3 above;
- (h) To maintain all books and records in accordance with the *By-Laws of The Downtown Development Authority of the City of Stone Mountain* and applicable provisions of the



cdubs0324@gmail.com

With a copy to:

R. Kyle Williams, Esq.  
WILLIAMS TEUSINK, LLC  
The Sycamore Building  
312 Sycamore Street  
Decatur, Georgia 30030  
kwilliams@williamsteusink.com

8.

**Miscellaneous.**

- (a) The City and DDA acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersede all prior oral or written agreements or understandings concerning the subject matter and for the term of this Agreement. No representation, oral or written, not incorporated in this Agreement shall be binding upon any party.
- (b) The City and DDA each warrant and represent that it has full and complete authority to enter into this Agreement, and that each person executing this Agreement on behalf of the respective party has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the City nor DDA shall be bound under this Agreement until such time as all parties have fully executed this Agreement and this Agreement has been duly approved and authorized by all necessary and appropriate official action on the part of the City and the DDA.
- (c) This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- (d) If a court of competent jurisdiction renders any provision of this Agreement (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Agreement. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement

and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

- (e) This Agreement shall inure to the benefit of, and be binding upon, the City and DDA and their respective successors. This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the City, DDA, and their respective successors.
- (f) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

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

SIGNED FOR BY THE DDA OF STONE MOUNTAIN ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025:

BY: \_\_\_\_\_ (SEAL)  
Carl Wright, Chairperson

ATTEST: \_\_\_\_\_  
Thom Deloach, Vice Chairperson

Approved as to form:

\_\_\_\_\_  
R. Kyle Williams, DDA Attorney

SIGNED FOR BY THE CITY OF STONE MOUNTAIN ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025:

BY: \_\_\_\_\_ (SEAL)  
Dr. Beverly Jones, Mayor

ATTEST: \_\_\_\_\_  
Shawn Edmondson, City Manager

Approved as to form:

\_\_\_\_\_  
Jeff Strickland, City Attorney