

STATE OF GEORGIA

COUNTY OF WALTON

**DEVELOPMENT AUTHORITY OF WALTON COUNTY- WALTON COUNTY  
SERVICE CONTRACT RENEWAL**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, to be effective as of July 1, 2024, between WALTON COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "COUNTY", and the DEVELOPMENT AUTHORITY OF WALTON COUNTY, a public corporation duly crated under the Georgia Development Authorities Law (O.C.G.A. Tile 36, Chapter 62) acting by and through its Board of Directors, hereinafter referred to as "AUTHORITY";

WITNESSETH: WHEREAS, under the provisions of Article 9, Section 3, Paragraph 1 of the 1983 Constitution of the State of Georgia, the parties hereto are authorized to enter into an intergovernmental contract for a period not to exceed fifty (50) years; and

WHEREAS, under the provisions of the Georgia Development Authorities Law in O.C.G.A. Section 36-62-6(3) the parties are specifically authorized to enter into contracts to exercise the powers of the AUTHORITY; and

WHEREAS, among these powers granted to the AUTHORITY are those to appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants and employees and to provide for their compensation and duties (O.C.G.A. Section 36-62-6(9)) and to expand for the promotion of industry, agriculture and trade within its area of operations (O.C.G.A. Section 36-62-6(16)); and

WHEREAS, the COUNTY is authorized to levy and collect taxes under O.C.G.A. Section 48-5-220(20) for the express public purpose of providing financial assistance to a county development authority for the purpose of trade, commerce, industry, and employment opportunities; and

WHEREAS, the General Assembly under O.C.G.A. Section 36-60-14 has confirmed the propriety of counties entering into similar contracts with certain nonprofit corporations to utilize such organizations to identify, attract, and locate new business and industry, agriculture and trade within Walton County, working with the other governments and nonprofit corporations established for like purposes in said County; and

WHEREAS, the COUNTY has determined that it is in the public interests and general welfare of the COUNTY and its citizens that it contract with and provide funding to the AUTHORITY for the express purposes of promoting commerce, employment, industry, agriculture and trade within Walton County, working with the other governments and nonprofit corporations established for like purposes in said County; and

WHEREAS. The AUTHORITY is willing to establish and maintain a staffed office to assist it in carrying out its duties and responsibilities under this Contract; and

WHEREAS, the COUNTY and AUTHORITY have heretofore entered into a similar Service Contract, dated April 5, 1994, covering the period of April 5, 1994, through June 30, 2001, and dated September 12, 2000, covering the period of July 1, 2000, through June 30, 2008, and dated June 3, 2008, covering the period of July 1, 2008, through June 30, 2015; and dated June 30, 2015, covering the period of July 1, 2015, through June 30, 2022;

WHEREAS, in order to provide assurance to the AUTHORITY of the continued financial support of the COUNTY following the expiration date the existing Service Contract to allow for long-range planning and administration of the AUTHORITY, the parties have determined to enter into a renewal of such existing Service Contract at this time; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, benefits, covenants and considerations herein expressed, pursuant to their authority and the law, and in furtherance of the public purposes herein contained, the parties de hereby agree as follows:

1. The term of the Contract shall be for a period of seven (7) years, commencing on July 1, 2024, and ending on June 30, 2031.
2. As consideration of the services provided by the AUTHORITY to the COUNTY as hereinafter set out, the COUNTY shall pay to the AUTHORITY during the entire term of this Contract an annual aggregate amount of no less than \$400,000.00, payable in quarterly installments of \$100,000.00 each on July 1, October 1, January 1, and April 1 of each year, beginning on July 1, 2024. (In any partial year under the Contract, only the applicable quarterly amounts shall be paid.)
3. In the performance of their respective duties and responsibilities under this Contract, the parties shall function and exist as independent public bodies, neither of whom having an agency, employee or other subservient relationship with the other; and, other than the requirement that both parties comply fully with the purposes of this Contract and the applicable laws, ordinances or regulations related thereto, neither party shall have the right to direct or control the manner or decisions of the other in compliance with the provisions hereof.
4. In consideration of the payments made hereunder by the COUNTY to the AUTHORITY, the AUTHORITY agrees to provide the following services for the benefit of the COUNTY:
  - a) In addition to fulfilling its other duties, powers, and responsibilities under the Georgia Development Authorities Law, the AUTHORITY shall utilize the sums paid to it under this Contract for the exclusive purpose of promoting industrial economic development within all areas of Walton County, Georgia suitable for such growth.
  - b) The AUTHORITY shall work with and coordinate its activities with all governments and public bodies located within Walton County, Georgia, other public authorities located therein, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County, the Georgia Department of Economic Development, economic development departments of public and private utilities serving the area, area and regional planning and development bodies, and other agencies, boards, departments, and entities (public or private) which may be helpful or beneficial in carrying out the purposes of this Contract, and all utilities servicing the area, and other groups, organizations, or individuals with common interests herewith.
  - c) The AUTHORITY shall employ and maintain a full-time, professional, qualified and experienced individual to act as Executive Director of the AUTHORITY to oversee the promotion of commerce, employment, industry, agriculture and trade within Walton County, Georgia, upon such terms, benefits and conditions as may, from time to time, be established by the AUTHORITY, and the AUTHORITY shall employ such additional staff as it may deem necessary or appropriate to support its Executive Director and carry out its mission.
  - d) The AUTHORITY shall establish, equip, and maintain an office for the provision of its services.
  - e) The AUTHORITY shall gather, keep updated, research and develop information relating to Walton County for its promotion and distribution to prospective industries, enterprises, ventures, or other potential developmental entities.
  - f) The AUTHORITY shall develop and secure documentation and materials to illustrate information on Walton County for distribution to prospects, which may include maps, charts, photographs, topographical surveys, land surveys, brochures, reports, geological and environmental data, transportation and utilities data, population and economic statistics, and similar materials.
  - g) The AUTHORITY shall make its expertise available and exert its efforts to the further development and expansion of existing industrial enterprises in Walton County.

- h) The AUTHORITY shall work with other local interests in making contacts with and the solicitation of prospects, including attending events where such opportunities might exist.
  - i) The AUTHORITY shall itself sponsor, and work with other local interests in sponsoring, events and occasions that are for the express purpose of promoting industrial growth within Walton County.
  - j) The AUTHORITY may promote such purposes by advertising in the appropriate media.
  - k) The AUTHORITY shall annually make a report to the Board of Commissioners of Walton County in writing as to the activities and achievements of the AUTHORITY in furtherance of the purposes of this Contract, and the AUTHORITY shall account to the COUNTY detailing the expenditure of its funds, including those furnished under the provisions of this Contract, for the same periods in writing. The AUTHORITY shall also provide for an annual audit of its finances, and participate, as may be requested, in the COUNTY's annual audit.
5. It being understood that the AUTHORITY has continued to assume the responsibilities imposed by this Contract, in part, at the urging of the COUNTY, and that both bodies share the objectives contained herein, in the event that a dispute shall occur between the parties as to the conduct of the other in compliance and implementation of this Contract, each shall work in good faith with the other in the resolution thereof.
  6. This Contract may be executed in several counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute one and the same agreement.
  7. This Contract shall be construed and interpreted under the laws of the State of Georgia.
  8. Time is of the essence of this Contract.
  9. This Contract contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. The parties may amend the provisions of this Contract, but no such amendment shall be valid unless reduced to writing and executed under proper authority by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the appropriate officials of the respective parties hereto, having been duly authorized to execute this Contract by adopted resolutions, do hereto affix their hands and seals in their corporate capacities, the day and year first above written.

Signed, sealed and delivered  
In the presence of:

WALTON COUNTY, GEORGIA

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
David G. Thompson, Chairman

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Rhonda Hawk, Clerk

Signed, sealed and delivered  
In the presence of:

DEVELOPMENT AUTHORITY OF WALTON COUNTY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
W. Morris Jordan, Chairman

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Tom Carter, Secretary/Treasurer