

STATE OF GEORGIA
COUNTY OF GRADY

INTERGOVERNMENTAL AGREEMENT BETWEEN GRADY COUNTY, THE CITY OF
CAIRO AND THE CITY OF WHIGHAM FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2020 TRANSPORTATION SPECIAL PURPOSE
OPTION SALES TAX REFERENDUM

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as the "Agreement", is made this __11th__ day of _February_, 2020, under the authority granted by Article IX, Section III, Paragraph I of the Georgia Constitution, between the **CITY OF CAIRO, GEORGIA**, a political subdivision and municipality incorporated and chartered under the Constitution and laws of the State of Georgia, with a principal place of business at 119 N. Broad Street, Cairo, Georgia 39828, **CITY OF WHIGHAM, GEORGIA**, a political subdivision and municipality incorporated and chartered under the Constitution and laws of the State of Georgia, with a principal place of business at 108 W. Broad Avenue, Whigham, Georgia 39897, and **GRADY COUNTY, GEORGIA**, acting by and through its lawfully constituted Board of Commissioners, with a principal place of business at 250 N. Broad Street, Cairo, Georgia 39828.

WITNESSETH

WHEREAS, the parties to this Agreement consist of Grady County and all qualifying municipalities located wholly or partially within Grady County, Georgia; and

WHEREAS, the parties anticipate that Grady County will approve and sign a Resolution authorizing the election superintendent of Grady County to call a Referendum on the issue of the imposition of a 1 percent Single County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on **September 1, 2020**, and to conclude on **August 31, 2025**; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2017 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Grady County and one or more Cities located within Grady County; and

WHEREAS, the City of Cairo is a qualified municipality in Grady County and thus eligible to receive distributions of the 1 percent TSPLOST proceeds; and

WHEREAS, the City of Whigham is a qualified municipality in Grady County and thus eligible to receive distributions of the 1 percent TSPLOST proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of the City of Cairo, the City of Whigham and Grady County by planning and performing transportation projects within Grady County, the City of Cairo, and the City of Whigham; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Grady County, City of Cairo, and the City of Whigham; and

WHEREAS, Grady County, the City of Cairo, and the City of Whigham are committed to continue to work together to improve Grady County's transportation infrastructure; and

WHEREAS, Grady County, the City of Cairo, and the City of Whigham have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and the understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Grady County to impose a TSPLOST of one(1) percent which shall commence

on **September 1, 2020** and continue to, through and including **August 31, 2025**

2.

Pursuant to O.C.G.A. § 48-8-267 and other applicable Georgia law, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning September 1, 2020, shall be paid into the General Fund of the State of Georgia treasury in order to defray the cost of the administration of the Georgia Department of Revenue. The remaining proceeds of the amount collected from TSPLOST Tax proceeds (hereinafter known as "net proceeds") beginning September 1, 2020, and ending August 31, 2025, shall be distributed by the State of Georgia to Grady County, the City of Cairo, and the City of Whigham, and shall be allocated to each jurisdiction based on the percentages shown below:

Grady County	59.7%
City of Cairo	38.4%
City of Whigham	1.9%
TOTAL	100%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of **Fifteen Million Dollars**

(\$15,000,000.00) shall represent an **estimate** of the maximum net proceeds to be derived from the subject TSPLOST during the five (5) year term.

(B) The parties agree that the aggregate total distribution received by the City of Cairo shall amount to no more than **Five Million, Seven Hundred Sixty Thousand Dollars (\$5,760,000.00)** of the net proceeds distributed by the State of Georgia, the aggregate total distribution received by the City of Whigham shall amount to no more than **Two Hundred Eighty Five Thousand Dollars (\$285,000.00)** of the net proceeds distributed by the State of Georgia, the aggregate total distribution received by Grady County shall amount to no more than **Eight Million, Nine Hundred Fifty Five Thousand Dollars (\$8,955,000.00)** of the net proceeds distributed by the State of Georgia.

(C) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

3.

In recognition of the need for transportation improvements across Grady County, the City of Cairo and the City of Whigham, the parties agree that the total net proceeds shall be utilized for transportation purposes as defined in O.C.G.A. §§ 48-8-260 (4) and 48-8-121.

4.

The projects and purposes to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

5.

Except as otherwise provided herein, the TSPLOST which is the subject of the May 19, 2020 Referendum shall continue for a period of five (5) years from September 1, 2020, until August 31, 2025, unless otherwise terminated earlier pursuant to applicable Georgia law.

6.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized bylaw except as otherwise agreed in writing by the parties.

7.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

8.

Any net proceeds over and above the amount estimated in Section 2 (A) of this Agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2020 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts.

Each party shall publish each of its annual audits as required by law.

10.

In addition to the audit required by paragraph 9 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the City of Cairo, the City of Whigham and Grady County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the May 19, 2020, Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Grady County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by Grady County as described under paragraph 2 of this Agreement.

11.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

12.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

13.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

14.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

15.

Each Party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

16.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

17.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement

shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, deposited with sufficient postage with the United States Postal Service, as follows:

Notices to Grady County shall be sent to:

Grady County Board of Commissioners
250 North Broad Street
Cairo, Georgia 39828

Notices to the City of Cairo shall be sent to:

Cairo City Commission
119 North Broad Street
Cairo, Georgia 39828

Notices to the City of Whigham shall be sent to:

Whigham City Commission
108 West Broad Avenue
Whigham, Georgia 39897

18.

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons noting a change.

19.

This Agreement shall become effective and commence on the date of its execution by all parties. If the May 19, 2020, Referendum concerning the imposition of the TSPLOST is **not approved** by a majority of the voters of Grady County, this Agreement shall expire and shall be of no force and effect after May 19, 2020 **or**

EXHIBIT "A"
TSPLOST PROJECTS

TSPLOST Proceeds are to be divided among the County and municipalities and pro-rated according to their respective populations based on the 2010 US Census. As of the date of execution of this agreement, the populations are as follows:

	Population	Pro Rata
Grady County	14933 Non-Municipality	59.7%
Cairo	9607	38.4%
Whigham	471	1.9%

All projects have equal priority and shall receive a pro rata allocation of TSPLOST funds on a monthly basis in accordance with the population percentage as set out above. The projects to be funded by TSPLOST revenue and their estimated costs are as follows:

TSPLOST Estimated Revenues \$15,000,000 (5 years)

Road and Transportation Projects for Grady County:

Estimated Costs

- Incurred and future debt for Open Pond Road Full Reclamation and Repaving
- Mizpah Road Resurface
- Pine Park Road Resurface and Repairs
- Hadley Ferry Road Extension from South Broad Street (Joint project with Cairo) Resurface
- Lower Hawthorne Road Repairs and Resurfacing
- Old Thomasville Road Repairs
- Long Branch Church Road Safety Upgrades at Barber Park
- Priority County road repairs, resurfacing, paving, safety, and maintenance needs

Total Grady County Distribution **\$8,955,000**

Projects for City of Cairo:

- South Broad Street and Sidewalk Improvements
- Resurface of streets per the Street Resurfacing Master Plan
- Transportation purposes including streets, sidewalks, curbs, gutters, drainage, and airport improvements.

Total Cairo Distribution **\$5,760,000**

Projects for City of Whigham:

- Construction of roads, streets, bridges, sidewalks, and bicycle paths;
- Renovation and improvement of roads, streets, bridges, sidewalks and bicycle paths, including resurfacing;
- Relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths;
- Improvement of surface-water drainage from roads, streets, bridges, sidewalks and bicycle paths; and
- Patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths.

Total Whigham Distribution **\$285,000**

when the failed referendum is officially certified by the Election Superintendent **whichever date should come last.**

20.

Notwithstanding the parameters of paragraph 19, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2020 TSPLOST Program.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year hereinabove written.

CITY OF CAIRO, GEORGIA

Date: February 10, 2020

By: Booker T. Gainor
BOOKER T. GAINOR, Mayor

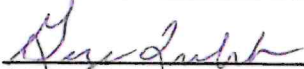
ATTEST:

By: Dana Barfield
Dana Barfield, City Clerk

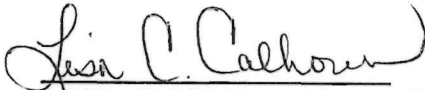


CITY OF WHIGHAM, GEORGIA

Date: 02-11-2020

By: 
GEORGE TRULOCK, Mayor

ATTEST:

By: 
LISA CALHOUN, City Clerk

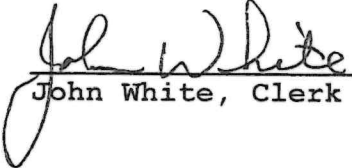
GRADY COUNTY BOARD OF COMMISSIONERS

Date: 02-04-2020

By: 
Keith Moye, Chairman



ATTEST:

By: 
John White, Clerk

