

STATE OF GEORGIA

COUNTY OF WARE

**INTERGOVERNMENTAL AGREEMENT BETWEEN WARE COUNTY AND
THE CITY OF WAYCROSS FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2017 TRANSPORTATION SPECIAL PURPOSE OPTION
SALES TAX REFERENDUM**

PARTIES

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as the “Agreement”, is made this 24 day of July, 2017, under the authority granted by Article IX, Section III, Paragraph I of the Georgia Constitution, between the **CITY OF WAYCROSS, 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 417 Pendleton Street, Waycross, Georgia 31502, and **WARE COUNTY, GEORGIA**, acting by and through its lawfully constituted Board of Commissioners, with a principal place of business at 800 Church Street, Waycross, Georgia 31501.

WITNESSETH

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

WHEREAS, the parties anticipate that Ware County will approve and sign a Resolution authorizing the Ware County Board of Elections and Registration 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 April 1, 2018, and to conclude on March 31, 2023; 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 Ware County and one or more Cities located within Ware County; and

WHEREAS, the City of Waycross is the only qualified municipality in Ware 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 Waycross and Ware County by planning and performing transportation projects within Ware County and the City of Waycross; and

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

WHEREAS, Ware County and the City of Waycross are committed to continue to work together to improve Ware County's transportation infrastructure; and

WHEREAS, Ware County and the City of Waycross 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 Ware County to impose a TSPLOST of 1 percent which shall commence on April 1, 2018, and continue to, through and including March 31, 2023.

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 April 1, 2018, 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 April 1, 2018, and ending March 31, 2023, shall be distributed by the State of Georgia to Ware County and the City of Waycross, and shall be allocated to each jurisdiction based on the percentages shown below:

City of Waycross	50%
Ware County	50%
TOTAL	100%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Forty-Five Million Dollars (\$45,000,000.00) 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 Waycross shall amount to fifty percent (50%) of the net proceeds distributed by the State of

Georgia, with the remaining fifty percent (50%) of the net proceeds distributed by the State of Georgia to be received by Ware County.

(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 Ware County and the City of Waycross, the parties agree that the total net proceeds shall be utilized for transportation purposes as defined in O.C.G.A. §§ 48-8-260 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 November 7, 2017, Referendum shall continue for a period of five (5) years from April 1, 2018, until March 31, 2023, 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 SPLOST 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 2018 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 SPLOST 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 Waycross and Ware County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 7, 2017, 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. Ware County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceed collected by Ware 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 Ware County shall be sent to:

Ware County Board of Commissioners
800 Church Street
Waycross, Georgia 31501

Notices to the City of Waycross shall be sent to:

Waycross City Commission
417 Pendleton Street
Waycross, Georgia 31501

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 both parties. If the November 7, 2017, Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Ware County, this Agreement shall expire and shall be of no force and effect after November 7, 2017.

20.

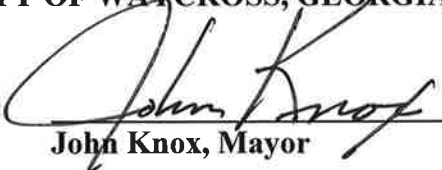
Notwithstanding the parameters of paragraph 19, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2018 TSPLOST Program.

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.


(signatures to follow on next page)

CITY OF WAYCROSS, GEORGIA

Date: 7/24/2017

By: 
John Knox, Mayor

ATTEST:

By: 
Julie Dinkins, City Clerk

WARE COUNTY BOARD OF COMMISSIONERS

Date: 7/24/2017

By: 
Jimmy Brown, Chairman

ATTEST:

By: 
Anna S. Lane, County Clerk