

**STATE OF GEORGIA
COUNTY OF COBB**

**INTERGOVERNMENTAL AGREEMENT
REGARDING MILLAGE RATE WITHIN MUNICIPALITIES
IN COBB COUNTY, GEORGIA**

This agreement entered into on this _____ day of _____, 2014 by and between Cobb County, Georgia, a political subdivision of the State of Georgia (hereinafter the "County") and the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, all qualified municipal corporations of the State of Georgia (hereinafter collectively referred to as "Cities").

RECITALS

WHEREAS, the Cities and Cobb County have reviewed the requirements of O.C.G.A. §36-70-20 et seq., dealing with the delivery of services; and

WHEREAS, the Cities and Cobb County intend to minimize inefficiencies resulting from duplication of services between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity and land use; and

WHEREAS, the Cities and Cobb County have devised this agreement in fulfillment of the requirements of O.C.G.A §36-70-20 et. seq.; and

WHEREAS, this agreement shall constitute the implementation of the service delivery strategy of the Cities and Cobb County; and

WHEREAS, the Cities executing this Agreement are the following Cities: Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna.

NOW THEREFORE, be it resolved that the Cities and Cobb County have agreed to the following document as follows:

SECTION 1

Section 1.1 Definitions. In addition to words and terms defined elsewhere herein, the following words and terms are hereby adopted and shall have meanings specified below, unless the context or use indicates another or different meaning or intent:

"Cities" means the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna (hereinafter collectively referred to as "Cities"), all qualified municipalities located in Cobb County, Georgia.

"County" means Cobb County, Georgia.

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

“State” means the State of Georgia.

“Taxation Power of the County and Municipal Governments” means the power to tax as granted in Article IX, Section IV, Paragraph I of the Constitution of Georgia of 1983, as amended.

SECTION 2

Cobb County, agrees in consideration of the covenants and conditions contained herein, in lieu of rolling back millage rates in each municipality, the County will make payments to the Cities over a ten (10) year period totaling Fifty Million Dollars (\$50,000,000.00) under the terms and conditions contained herein.

SECTION 3

Cash payments shall be made to the Cities on November 1 of each year, beginning in 2014. The County’s total annual payment is shown in Section 4 and shall be divided among the Cities based upon the combined total of the taxable digest of each city after state and county exemptions to determine each city’s yearly payment.

SECTION 4

The schedule of County’s total annual payments to the Cities shall be:

November 1, 2014	\$4,550,000.00
November 1, 2015	\$4,650,000.00
November 1, 2016	\$4,750,000.00
November 1, 2017	\$4,850,000.00
November 1, 2018	\$4,950,000.00
November 1, 2019	\$5,050,000.00
November 1, 2020	\$5,150,000.00
November 1, 2021	\$5,250,000.00
November 1, 2022	\$5,350,000.00
November 1, 2023	\$5,450,000.00

SECTION 5

This agreement shall commence effective January 1, 2014. The November 1, 2014 County payment of \$4,550,000.00 to the Cities shall be divided based on the taxable digest of each city as approved by the Board of Assessors beginning with 2014 Tax Digest. Each subsequent year’s payment by the County to the Cities shall then be based on the subsequent year taxable digest of each city.

SECTION 6

All parties to this agreement acknowledge that the County and all six cities are permitted by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia to contract for a period not exceeding fifty years for joint services, for the provision of services and for the matter set forth herein.

SECTION 7

Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

SECTION 8

Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

SECTION 9

Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rules of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or section contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

SECTION 10

Survival of Warranties. All Agreements, covenants, certifications, representations and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

SECTION 11

Counterparts. 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.

SECTION 12

Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the Cities. No waiver, release or similar modification of this Agreement shall be established by conduct custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County and the Cities.

SECTION 13

Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy or claim under this Agreement.

SECTION 14

This Agreement is executed by the above-referenced local governments. The signatories to this agreement represent that the signatures hereto constitute compliance with O.C.G.A §30-7-20 et. seq., and in particular constitute compliance with O.C.G.A §36-70-21 and O.C.G.A §36-70-24 in that this plan constitutes a service delivery strategy of the above-referenced local governments. All parties acknowledge that it will not be necessary to renegotiate or reexamine this agreement when all parties revise their respective comprehensive plans.

SECTION 15

In the event that HB 489 (O.C.G.A §36-70-20 et. seq.) and/or HB 1603 (O.C.G.A §36-36-1 et. seq. and/or §36-66-4 et. seq.) is repealed, significantly modified or declared unconstitutional or void by any Cobb County Court of Competent Jurisdiction or Appellate Court such that a payment may not be made, this Agreement at the option of any party hereto, may be declared null and void by giving 60 days certified notice. Nothing contained herein shall prohibit any party to this Agreement from challenging the provision of any law applicable to this Agreement.

IN WITNESS WHEREOF, the County and the Cities have read and understood the terms of this Agreement and do hereby agree to such terms, and acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COBB COUNTY, GEORGIA

By: _____
Timothy D. Lee, Chairman
Cobb County Board of Commissioners

Attest:

By: _____
Candace Ellison, Clerk
Cobb County Board of Commissioners

SEAL

CITY OF ACWORTH

By: _____
Tommy Allegood, Mayor

Attest:

By: _____
Clerk

SEAL

CITY OF AUSTELL

By: _____
Joe Jerkins, Mayor

Attest:

By: _____
Clerk

SEAL

CITY OF KENNESAW

By: _____
Mark Matthews, Mayor

Attest:

By: _____
Clerk

SEAL

CITY OF MARIETTA

By: _____
R. Steve Tumlin, Jr., Mayor

Attest:

By: _____
Clerk

SEAL

CITY OF POWDER SPRINGS

By: _____
Patricia Vaughn, Mayor

Attest:

By: _____
Clerk

SEAL

CITY OF SMYRNA

By: _____
A. Max Bacon, Mayor

Attest:

By: _____
Clerk

SEAL