

INTERGOVERNMENTAL AGREEMENT FOR JOINT DEVELOPMENT  
AUTHORITY AMONG THE CITY OF CANON DEVELOPMENT AUTHORITY,  
CITY OF CARNESVILLE DEVELOPMENT AUTHORITY, CITY OF  
FRANKLIN SPRINGS DEVELOPMENT AUTHORITY, CITY OF LAVONIA  
DEVELOPMENT AUTHORITY, CITY OF ROYSTON DEVELOPMENT  
AUTHORITY AND FRANKLIN COUNTY INDUSTRIAL BUILDING  
AUTHORITY.

This Agreement (the "Agreement") is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2024 by and among the City of Canon Development Authority created by the City of Canon, a Georgia municipal corporation ("Canon"); City of Carnesville Development Authority created by the City of Carnesville, a Georgia municipal corporation ("Carnesville"); City of Franklin Springs Development Authority created by the City of Franklin Springs, a Georgia municipal corporation ("Franklin Springs"); City of Lavonia Development Authority created by the City of Lavonia, a Georgia municipal corporation ("Lavonia"); City of Royston Development Authority created by the City of Royston, a Georgia municipal corporation ("Royston"); and Franklin County Industrial Building Authority, a body corporate and politic which is an instrumentality of Franklin County (the "Authority") and a public corporation which was duly created by local amendment to the Constitution of the State of Georgia ("State"), Ga. L. 1962, p. 1103, *et seq.*, continued by Ga. L. 1985, p. 5186 (Res) and Ga. L. 1987, p. 3582 (the "Act").

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the General Assembly of Georgia enacted Chapter 62 of Title 36 of the Official Code of Georgia Annotated [the "Development Authorities Law"] which authorizes each municipal corporation in the State of Georgia to activate a development authority within municipal corporation, with said authorities having been created upon the adoption and approval of the Development Authorities Law; and

WHEREAS, the aforesaid listed municipalities have by resolution of mayor and City Council activated a Development Authority; and

WHEREAS, the Authority and municipalities development authorities have been created for the purpose of promoting and expanding for public good and welfare commerce, industry, and trade, and reducing unemployment to the greatest extent possible; and



WHEREAS, the Authority and municipalities are entering into this Intergovernmental Agreement ("IGA") pursuant to which the parties agree to promote, commerce, trade, industry and employment to opportunities within the municipalities and county. In consideration of the parties doing so, the parties will compensate each other for performing certain administrative and employment related services for each other; and

WHEREAS, among other things, the Authority and municipalities are entering into this IGA, pursuant to which the Authority agrees to promote for public good and welfare commerce, trade industry within the municipalities and municipalities service strategy areas for the purpose of developing new municipalities customers and the expansion of existing municipalities customers (collectively "Economic Development"), and municipalities, in consideration of the Authority's so doing, will agree to compensate the Authority for performing such Economic Development activities; and

WHEREAS, the parties are willing to provide financial, legal, and administrative support to the Joint Authority each budget cycle with the provision of personnel and funding at a rate to be determined from time to time by the majority vote of the Joint Authorities; and

WHEREAS, Article IX, Section ID, Paragraph I (a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to O.C.G.A. §48-5-220 (20), Joint Development Authority and municipal development authorities are authorized to levy and collect taxes, in an amount not to exceed one mill per dollar upon the assessed value of the taxable property in the county levying the tax for financial assistance. The levy and collection shall not be an exclusive authorization and shall not prevent the county or municipalities from exercising any power granted to it pursuant to any Constitutional Amendment, whether general or special to levy any ad valorem tax for the purpose of providing financial



assistance to any county or joint county and municipal authority, and to expend tax money and to make payment thereof to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities within the County; and

WHEREAS, the Authority is governed by a seven member entity consisting of the Mayors of Canon, Carnesville, Franklin Springs, Lavonia and Royston by their offices. In addition, the Board of Commissioners, formerly known as the Board of Commissioners of Roads and Revenue of Franklin County, appoints two members to serve for five years and who shall be eligible for reappointment; and

WHEREAS, each Development Authority of each municipality shall have a board of directors as set forth in its creation resolution; and

WHEREAS, the Authority is willing to provide the services for the Development Authority of each municipality; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Authority, the development authorities of the municipalities hereto agree as follows:

In exchange for legal, financial and/or administrative support to be provided by the municipalities, the Joint Authority shall develop trade, commerce, industry, and employment opportunities within the municipalities' business district through the recruitment of projects that promote the economic development, revitalization and growth of the municipalities.

The municipalities and the Authority hereby agree that the joint development activities shall include, without limitation: (a) creating, promoting, coordinating, managing, administering and implementing development activities as identified by the Joint Authority; (b) serving in part as contact for the coordinator with various municipalities' agencies, community and civic groups, and other stakeholders interested in the economic development, revitalization and growth of the municipalities; (c) providing general marketing services relating to the numerous program incentives and opportunities available to domestic and international business seeking to relocate to, remain, or expand in the municipalities ; (d) planning and implement strategies focusing on creating, attracting, and retaining domestic and international businesses within the municipalities; (e) small business development, promotion of entrepreneurship, fostering creative industries retention and expansion, and curating



innovation and entrepreneurship programs within the municipalities; and (f) such other economic development activities as the parties may reasonably agree for the term of this Agreement.

## ARTICLE I

### AUTHORITY SERVICES

#### **SECTION 1.1 Agreement to Provide Economic Development.**

**Services: Effective Date:** The Authority hereby agrees to provide economic development services as described in this Article I. The services shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date").

In consideration of the services provided hereunder, the municipalities hereby agree to consider every budget cycle an annual appropriation to the Joint Development Authority for documented expenditures under the applicable State Laws. The municipalities shall submit a projection of it proposed annual contribution to the Joint Authority by January 1st of each year, so that the Authority can include those figures in the economic development strategic plan submitted to municipality each June 1st of each year. Funds provided shall only be used for lawful purposes under the Development Authority laws of the State of Georgia and for those items ancillary to ensure the successful performance of the Joint Development Authority's duties which may include but is not limited to Authority training, supplies, publication fees, consultant fees, etc.

**Section 1.2 Services.** Without limiting the ability of the Authority to provide similar services to Franklin County, the Authority shall provide general Economic Development activities for the benefit of the participating municipalities, including but not limited to:

- (a) Development in consultation with the municipalities' selected representative an economic strategic plan.
- (b) Submit the economic development strategic plan for approval by the Joint Development Authority and implement the approved plan.
- (c) Submit quarterly financial reports (detailing spending) to the municipalities or his/her designee serving on the Joint Development Authority. Such "financial records" shall include, but not necessarily be limited to, a balance



sheet, profit/ loss statement, and income and expense reports. The financial records will be maintained by the Authority for at least three (3) years, or such longer period, as may be required by law or regulation after the expiration of this Agreement.

- (d) Include the municipalities brand in appropriate documents, brochures, presentations and websites.
- (e) Coordinate with state and local public and private entities to develop and implement workforce development programs.
- (f) Develop and maintain strategic relationships with developers, real estate and site location companies, and other entities for the purpose of identifying potential prospects to locate or expand operations in municipality and municipality's service areas;
- (g) Identify target properties for acquisition, development, lease or sale within the municipality and municipality's service areas;
- (h) Develop and maintain relationships with professionals to assist in the planning, design and development of projects;
- (i) Develop, maintain and monitor incentive packages to support the development of projects within the municipality and municipality's service areas; and
- (j) Maintain current statistics and research to support and promote economic development activities within the municipality.

**Section 1.3 Employment of Staff.** The Authority shall hire and maintain a professional, trained staff, in such number as the Authority deems sufficient (subject to its budgetary limitations), but no less than one full time duly qualified economic development director (the "Economic Development Director"), competent to conduct the economic and industrial development efforts of the Authority. The Economic Development Director and such other employees as Authority shall deem appropriate to satisfy the obligations of this Authority. This Authority is solely a contract for services to be provided by the Authority. Municipalities are not an employer of any Authority personnel and has no responsibility for personnel policy or personnel decisions made by the Authority, its employees, or Franklin County on behalf of the Authority.



- (a) Each municipality shall be responsible for a pro rata share of the Contract Rate of the Director, if any, as specified by a to be determined scale.

**Section 1.4 Authority's Right to Subcontract.** The Authority shall have the right to subcontract for the provision of any of the services to be provided under this IGA, provided that this IGA is not transferrable or assignable to any third party and such subcontracting by the Authority shall not create a relationship between municipalities and any subcontractor.

**Section 1.5 Limitation of Authority.** Nothing in this IGA shall be authorization to the Authority or any employee, agent, or subcontractor of the Authority to obligate, contract on behalf of, or bind the municipalities unless specifically set forth in writing.

To ensure compliance with State law provisions, the Authority shall coordinate with the municipalities' designee, to provide accurate records of meeting agendas and minutes, preparation and posting of agendas, advertising of meetings, and any other administrative functions that may be required by law and/or requested by the Board.

**Section 1.6 Training.** In accordance with State Law, if required, members must take a minimum of eight (8) hours of training on development and redevelopment programs within the first 12 months of their appointment.

**Section 1.7 Compliance with Applicable Laws, Rules and Regulations.** During its performance of this IGA, the Authority and municipalities agree that they will comply with all applicable laws, rules and regulations.

**Section 1.8 Ownership.** Except for buildings and real estate purchased, leased or obtained by the Joint Development Authority, ownership of buildings and real estate will not be affected by this Agreement. Ownership of consumable assets (i.e. office supplies, technical and office equipment, furniture and fixtures) shall vest in the party who purchased unless reimbursed by the Joint Development Authority. Ownership of all intellectual property rights of whatever nature, including any rights subsequently acquired by the Joint Development Authority, shall remain or be placed in the name of the Joint Development Authority. Ownership of publications, brochures, and other inventories of similar materials shall remain with the Joint Development Authority. However, production of said materials shall require approval by the municipalities.



## ARTICLE II

### CODE OF ETHICS

**Section 2.1 Compliance.** The Joint Development Authority shall remain in compliance with all Codes of Ethics as adopted by the State of Georgia, codified in Title 45, Chapter 10 of the Official State Code of Georgia. The Authority and each municipality shall abide by their municipal code of ethics. The Joint Development Authority shall remain compliant with any and all applicable local, state and federal rules, laws, and policies.

**Section 2.2 Conflicts of Interest.** To prevent any conflicts of financial interest member shall not:

- (a) Have direct or indirect financial interest that conflicts with his or her responsibilities and duties as a Trustee of the public good.
- (b) Either directly or indirectly engages in financial transactions as a result of, or primarily relying upon, information obtained in the course of his or her office of Received due to his or her position.

**Financial interest in transactions includes the financial interest of:**

- (a) Any person in the member's immediate family.
- (b) Any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits there from.
- (c) Any business in which the public servant is a director, officer, employee, agent, or shareholder.

**Section 2.3 Resolution or Disclosure of Conflicts.** Authority members are to fully disclose financial and non-financial relationships, including their employment, ownership interests, memberships, arrangements, investments and holdings, including those held by family with regard to any potential conflict relating to the authority. Any existing conflict of an Authority Member may be resolved by recusing themselves from deliberating and/or voting on any matter related to the conflict, and otherwise refrain



from attempting to influence the decision making process of the remaining Authority Members.

## ARTICLE III

### GRANTS

**Section 3.1 Grant Submission and Acceptance.** The municipalities shall be named as a nominator or co-nominator on all grant submissions and acceptances as appropriate. All reporting requirements, including monthly transactions and end-of-the year reports shall be provided to the municipalities for review and monitoring throughout the term of the grant.

**Section 3.2 Grant Program.** The Authority shall administer a grant program as detailed in program documents to facilitate desired redevelopment and new development projects. The municipalities and the Authority agree to administer the grants for eligible funding, and eligible public improvements directly related to and benefitting a development project as herein below contemplated in compliance with the following procedures:

- (a) The application is consistent with the Authority and municipalities goals and objectives, including those applicable goals and objectives in the municipalities Economic Development strategy and/ or any other adopted municipalities plan or study.
- (b) Funding is or will be available and the application will have a positive impact on the Authority finances and the Municipalities' commercial district in terms of taxes generated by the project.
- (c) The application is in an area where redevelopment is desired, and the proposal will help foster additional redevelopment efforts in the area.
- (d) The application will have a positive impact on the visual quality of the municipality through creative and enduring design and the use of high quality and durable building materials.
- (e) The application promotes sustainable development through the use of green building and energy conservation practices and will not create adverse environmental impacts.



**Section 3.3 Risk of Loss, Bonds and Insurance.** Risk of loss all property, fixtures and personality used to provide promotional services shall be upon the Joint Development Authority. The Joint Development Authority shall furnish any and all required bonds and insurance to remain in full force and effect throughout the term of this Agreement.

If bonds and insurance become unavailable or cost prohibitive, the municipalities and the Authority shall negotiate an alternative acceptable to each.

#### ARTICLE IV

**Section 4.1 Indemnification Hold Harmless.** Except to the extent that liabilities arise from the municipalities or its employees, agents, or contractors' negligence or misconduct, the municipalities agree to indemnify, defend and protect the Authority and its officers, directors, agents and employees from and against and hold the Authority and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of: injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

**Section 4.2 Designated Representatives and Notices Representatives.** Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purpose) for the administration of this Agreement. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile or by overnight delivery carrier and shall be deemed to be delivered upon receipt. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given.

Authority: \_\_\_\_\_, Chair  
FCIBA

\_\_\_\_\_  
\_\_\_\_\_, Georgia \_\_\_\_\_



Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Canon:** (NAME & TITLE)

City of Canon Development Authority

\_\_\_\_\_

\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Carnesville:** (NAME & TITLE)

City of Carnesville Development Authority

\_\_\_\_\_

\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Franklin Springs:** (NAME & TITLE)

City of Franklin Springs Development Authority

\_\_\_\_\_

\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Lavonia:** (NAME & TITLE)

City of Lavonia Development Authority

\_\_\_\_\_

\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address: \_\_\_\_\_



Phone Number: \_\_\_\_\_

**Royston:** (NAME & TITLE)

City of Royston Development Authority

\_\_\_\_\_, Georgia \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Section 4.3 Default.** If any party does not satisfy the obligations of this IGA, said party shall be in default. The non-defaulting parties shall have the right to terminate the defaulting party participation in the IGA upon written notice of fifteen (15) days. The defaulting party shall have the opportunity during said notice period to cure the default prior to termination if possible.

**Section 4.4 Litigation in the Event of Default.** In the event of a default by any party under any covenant, agreement or obligation of this IGA that cannot be resolved pursuant to Paragraph 4.3, any party may bring any suit, action, or proceeding in law or in equity as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this IGA.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 Term.** The initial term of this Agreement shall commence on the date of this Agreement and automatically renew under the same terms and conditions for up to five (5) full calendar years unless the Authority or the municipalities give notice of cancellation to the other parties at least six (6) months prior to such renewal date.

Each of the Joint Development Authority's contracts with vendors or suppliers shall include language acknowledging the forgoing and the parties' right to terminate this Agreement. Such contracts shall provide for (a) similar termination rights by the



Joint Development Authority and (b) the unilateral assignment of such contracts by the Authority to the municipalities or any successor entity designated by the parties.

**Section 5.2 Assignments.** No Parties shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Parties, and any attempted assignment without such prior written consent shall be void. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.

**Section 5.3 Headings.** The headings in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

**Section 5.4 No Joint Venture.** The Authority and Joint Development Authority shall perform its duties herein as an independent contractor. Notwithstanding anything contained here into the contrary, nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the individual members of the parties, except as principal and independent contractor agent.

**Section 5.5 Waiver.** No wavier by any Parties of any one or more defaults by the other Parties in the performance of any provisions of the Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

**Section 5.6 Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 5.7 Governing Law. Forum and Venue.** This Agreement shall be subject to the construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Franklin County, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waive any objections thereto, including, without limitation, objections on the basis of improper venue or forum nonconveniens.



**Section 5.8 Counterparts and Facsimile Execution.** This agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute on and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterparts. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.

**Section 5.9 Additional Documents.** The Parties agree to execute and to deliver to each other any and all other additional documents and to carry out the business transaction contemplated by this Agreement.

**Section 5.10 Negotiated Transaction.** The drafting and negotiation of this Agreement has been participated in by all of the Parties.

**Section 5.11 Representation Regarding Authority to Sign Agreement.** Each of the representatives of the Parties signing this Agreement warrants and represents to the others that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.

**Section 5.12 Entire Agreement.** This Agreement and its exhibits contain the entire agreement between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

**Section 5.13 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.

**Section 5.14 Modification.** This Agreement shall not be modified, amended, or changed except in writing signed by each of the parties affected by such modification,

**Section 5.15 Further Assurances.** All of the parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement



**Section 5.16 Authority Bylaws.** The Authority agrees not to make any amendments to its Bylaws without the written consent of the municipalities.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

The foregoing Agreement was adopted by the Franklin County Industrial Building Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Chair of the Authority

Attest: \_\_\_\_\_  
Secretary of the Authority

The foregoing Agreement was adopted by the Canon City Development Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor, City of Canon

Attest: \_\_\_\_\_  
Clerk, City of Canon

The foregoing Agreement was adopted by the Carnesville Development Authority this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor, City of Carnesville

Attest: \_\_\_\_\_  
Clerk, City of Carnesville

The foregoing Agreement was adopted by the Franklin Spring Development Authority this the 15<sup>th</sup> day of February, 2024.

By: Paul D. Morr  
Mayor, City of Franklin Springs

Attest: Jackie Spencer  
Clerk, City of Franklin Springs



The foregoing Agreement was adopted by the Lavonia Development Authority  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor, City of Lavonia

Attest: \_\_\_\_\_  
Clerk, City of Lavonia

The foregoing Agreement was adopted by the Royston Development Authority  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Mayor, City of Royston

Attest: \_\_\_\_\_  
Clerk, City of Royston