

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION  
OF PROCEEDS FROM THE 2025 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is entered into on the \_\_\_ day of November, 2024, by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”), the **MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Statesboro”), the **MAYOR AND COUNCIL OF THE CITY OF BROOKLET, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Brooklet”), the **MAYOR AND COUNCIL OF THE CITY OF PORTAL, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Portal”), and the **MAYOR AND COUNCIL OF THE TOWN OF REGISTER, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Register”) (Statesboro, Brooklet, Portal, and Register hereinafter being also collectively referred to as the “Municipalities”).

**WITNESSETH:**

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (“the Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty 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 or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”) authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) within the special district of the County for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the Act authorizes the County and the Municipalities to enter into an “intergovernmental agreement” (as defined in the Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, govern the use and distribution of the SPLOST proceeds for various capital outlay projects; and

WHEREAS, the County and Municipalities met on the 9<sup>th</sup> day of July, 2024 to discuss possible projects for inclusion in a SPLOST referendum to be held on the 18<sup>th</sup> day of March, 2024 (the “Election”) in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act; and

WHEREAS, the County and the Municipalities desire to enter into this Agreement in order to, among other things, govern the use and distribution of the SPLOST proceeds for various capital outlay projects;

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

## **Section 1. Representations and Mutual Covenants**

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia (the “State”). Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefore) (a) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The County will take all actions necessary to call the Election to be held in all voting precincts in the County on the 18<sup>th</sup> day of March, 2024, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Bulloch County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$138,000,000.00 to be used for funding the projects specified in Exhibit A attached hereto (the “2025 SPLOST”).

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The Municipality is a municipal corporation of the State, duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the Municipality is authorized to execute, deliver, and perform its obligations under this Agreement. The Municipality has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the Municipality.

(2) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery, and performance of this Agreement by the Municipality, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the Municipality of this Agreement do not violate any ordinances of the Municipality or the laws or

Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(4) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality (or, to the knowledge of the Municipality, any meritorious basis therefore) (a) contesting or questioning the existence of the Municipality or the titles of the present officers of the Municipality to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The Municipality is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note, or other instrument to which it is a party or by which it is bound.

(6) The Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4) and is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A of this Agreement.

E. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of 2025 SPLOST proceeds and expenditures for each project undertaken by the County or Municipalities respectively as required for fulfilling the terms of this Agreement.

**Section 2. Conditions Precedent**

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the 2025 SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the 2025 SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (d).

C. This Agreement is further conditioned upon the collecting of the 2025 SPLOST revenues by the State Department of Revenue and transferring same to the County.

**Section 3. Effective Date and Term of the Tax and Agreement**

A. The 2025 SPLOST, subject to approval in the Election, shall continue for a period of six (6) years with collections beginning on October 1, 2025.

B. This Agreement shall commence upon the date of its execution and shall terminate upon the earlier of:

(1) the official declaration of the failure of the election described in this Agreement; or

(2) the expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2025 SPLOST after the expiration of the 2025 SPLOST.

**Section 4. County SPLOST Fund; Separate Accounts; No Commingling**

A. A special fund or account shall be created by the County and designated as the 2025 Bulloch County Special Purpose Local Option Sales Tax Fund (“County 2025 SPLOST Fund”). The County shall select a financial institution which shall act as a depository and custodian of the County 2025 SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2025 [Name of Municipality] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a financial institution which shall act as a depository and custodian of the 2025 SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

D. All 2025 SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 5, 2025 SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than 2025 SPLOST proceeds shall be placed in such funds or accounts.

E. All interest earned on the 2025 SPLOST Funds maintained by the County and the Municipalities shall remain in the 2025 SPLOST Funds and shall be used exclusively for the purposes detailed in this Agreement.

**Section 5. Procedure for Disbursement of 2025 SPLOST Proceeds**

A. The County and the Municipalities agree that the 2025 SPLOST proceeds shall be apportioned between the parties as follows:

(1) Statesboro and the County shall receive disbursements in the following amounts for the following projects prior to any disbursements pursuant to paragraphs 5A(2) through 5A(4) below:

(a) The County shall receive \$51,000,000 to be used for the Addition to the Bulloch County Jail (the “Jail Project”) to be disbursed in 71 equal monthly installments of \$708,333.00 and one final monthly installment of \$708,357.00 as noted in the schedule in Exhibit A.

(c) Statesboro shall receive \$9,600,000 to be used for joint solid waste projects of the County and Statesboro including, but not necessarily limited to, purchase of space in a regional landfill. Said amount shall be disbursed in 71 monthly installments of \$133,333.00 and one final monthly installment of \$133,357.00.

(2) The next \$2,383,920.00 in 2025 SPLOST proceeds collected, exclusive of the amounts disbursed to Statesboro and the County pursuant to paragraph 5A(1) above, shall be apportioned between Brooklet, Portal, and Register as follows:

(a) Brooklet – \$1,625,400.00 (approximately 68.18%) to be used for Brooklet’s projects as noted in the schedule in Exhibit A;

(b) Portal – \$611,460.00 (approximately 25.65%) to be used for Portal’s projects as noted in the schedule in Exhibit A; and

(c) Register – \$147,060.00 (approximately 6.17%) to be used for Register’s projects as noted in the schedule in Exhibit A.

(3) The next \$75,016,080.00 in 2025 SPLOST proceeds collected, exclusive of the amounts disbursed to Statesboro and the County pursuant to paragraph 5A(1) above, shall be apportioned between the County and Statesboro as follows:

(a) County – \$43,104,060.00 (approximately 57.46%) to be used for the County’s projects as noted in the schedule in Exhibit A;



(b) Statesboro – \$31,912,020 (approximately 42.54%) to be used for Statesboro’s projects as noted in the schedule in Exhibit A.

(4) 2025 SPLOST proceeds collected in excess of \$138,000,000.00, exclusive of the amounts disbursed to Statesboro and the County pursuant to paragraph 5A(1) above, shall first be applied to the repayment of any outstanding Jail Debt (hereinafter defined). In the event no Jail Debt is outstanding, such proceeds shall be apportioned between the County and the Municipalities as follows:

(a) County – 55.69% to be used for the County’s projects as noted in the schedule in Exhibit A;

(b) Statesboro – 41.23% to be used for Statesboro’s projects as noted in the schedule in Exhibit A;

(c) Brooklet – 2.10% to be used for Brooklet’s projects as noted in the schedule in Exhibit A;

(d) Portal – 0.79% to be used for Portal’s projects as noted in the schedule in Exhibit A; and

(e) Register – 0.19% to be used for Register’s projects as noted in the schedule in Exhibit A.

B. Within ten (10) business days of receipt by the County of 2025 SPLOST proceeds collected by the State Department of Revenue, the County shall disburse 2025 SPLOST proceeds due to each Municipality based on the apportionment schedule in Paragraph A of this Section. Where the apportionment schedule includes an approximate percentage and a dollar amount, monthly disbursements shall be based on the percentage until the final monthly disbursement necessary to reach the dollar amount, which final monthly disbursement shall be in whatever

amount is necessary to reach the dollar amount. After disbursement of 2025 SPLOST proceeds to the Municipalities, the monies in the County's 2025 SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County's capital outlay projects as described and in accordance with the priority schedule in Exhibit A. Notwithstanding the foregoing, any monies allocable to the County pursuant to paragraph 5A(1) above shall first be used to service the Jail Debt (hereinafter defined), if any. The monies in each Municipality's 2025 SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing each respective Municipality's capital outlay projects as described and in accordance with the priority schedule in Exhibit A.

C. The parties acknowledge that the County anticipates funding the Jail Project identified in paragraph 5A(1)(a) with the proceeds of revenue bonds to be issued for the benefit of the County by the Bulloch County Public Facilities Authority (the "Jail Debt"). The parties further acknowledge that, as of the date of this Agreement, the County anticipates that the aggregate principal amount of the debt will not exceed \$60,000,000.00. The Jail Debt shall be paid first from the 2025 SPLOST proceeds allocable to the Jail Project. In the event that there are insufficient 2025 SPLOST proceeds to pay the Jail Debt, the County shall pay any shortfall from any legally available funds. The parties agree that should the 2025 SPLOST proceeds be insufficient to pay the Jail Debt in full, the retirement of the remaining Jail Debt shall be included as a priority project in the intergovernmental agreement for the next SPLOST referendum. The County shall be responsible for all aspects of the Jail Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc.

E. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution

shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

**Section 7. Projects**

A. All capital outlay projects, to be funded in whole or in part from 2025 SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

**Section 8. Priority and Order of Project Funding**

A. Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A and as described in Section 5 of this Agreement. Notwithstanding the foregoing, it is not the intention of the parties that particular projects be funded by the County or any Municipality in any particular order. Furthermore, the parties acknowledge that the project amounts in Exhibit A are estimates and may be subject to revision based on actual 2025 SPLOST collections, the changing needs of the County or any Municipality, and project design or feasibility. Therefore, the County and the Municipalities each reserve the discretion to adjust the estimates for their respective projects; provided, however, that no project in Exhibit A may be entirely abandoned without complying with the provisions of O.C.G.A. § 48-8-123.

**Section 9. Excess Proceeds**

A. In the event that any 2025 SPLOST proceeds being held in either the County's 2025 SPLOST Fund or any Municipality's 2025 SPLOST Fund become "excess proceeds" as that term is defined in O.C.G.A. § 48-8-121(g), then the County or Municipality in whose 2025 SPLOST Fund such excess proceeds are being held may use such excess proceeds for any purpose for which the County or Municipality could otherwise legally use ad valorem tax revenues.

**Section 10. Audits**

A. During the term of this Agreement, the distribution and use of all 2025 SPLOST proceeds deposited in the 2025 SPLOST Fund and each Municipal Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving 2025 SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the 2025 SPLOST proceeds by the Municipality. Provided, however, that the Municipality’s provision of a copy of the audit to the County shall not imply any obligation on the part of the County to exercise any oversight of the Municipality’s management or expenditure of 2025 SPLOST proceeds. In the event that a Municipality fails to comply with the terms of this Agreement or with the requirements of O.C.G.A. § 48-8-110 *et seq.*, the County shall not be held liable for such noncompliance in accordance with the provisions of O.C.G.A. § 48-8-121(3).

**Section 11. Notices**

A. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to the County:	Bulloch County Board of Commissioners 115 North Main Street Statesboro, GA 30458 Attn: County Manager
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If to Statesboro:	City of Statesboro P.O. Box 348 Statesboro, GA 30459
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Attn: City Manager

If to Brooklet: City of Brooklet  
P.O. Box 67  
Brooklet, GA 30415  
Attn: Mayor

If to Portal: City of Portal  
P.O. Box 89  
Portal, GA 30450  
Attn: Mayor

If to Register: Town of Register  
P.O. Box 260  
Register, GA 30452  
Attn: Mayor

**Section 12. Entire Agreement**

A. This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the 2025 SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

**Section 13. Amendments**

A. This Agreement shall not be amended or modified except by a written amendment executed by all parties hereto with the same formality as this original Agreement.

**Section 14. Governing Law**

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

**Section 15. Severability**

A. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Agreement shall

remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**Section 16. Compliance with Law**

A. The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

**Section 17. No Consent to Breach**

A. 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 or waiver of any future breach of the same.

**Section 18. Counterparts**

A. This Agreement shall be executed in five (5) counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 19. Mediation**

A. The County and the Municipalities agree to submit any controversy arising under this Agreement to non-binding mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_  
Roy Thompson, Chairman

Attest: \_\_\_\_\_  
Venus Mincey-White, Clerk  
(SEAL)

MAYOR AND COUNCIL OF THE  
CITY OF BROOKLET, GEORGIA

By: \_\_\_\_\_  
L. W. ("Nicky") Gwinett, Jr., Mayor

Attest: \_\_\_\_\_  
Lori Phillips, Clerk  
(SEAL)

MAYOR AND COUNCIL OF THE  
TOWN OF REGISTER, GEORGIA

By: \_\_\_\_\_  
Donnie Roberts, Mayor

Attest: \_\_\_\_\_  
Annette Waters, Clerk

(SEAL)

MAYOR AND CITY COUNCIL OF  
STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Sue Starling, Clerk  
(SEAL)

MAYOR AND COUNCIL OF THE  
CITY OF PORTAL, GEORGIA

By: \_\_\_\_\_  
Billy R. Boggs, Mayor

Attest: \_\_\_\_\_  
John Michael Arrieta, Clerk  
(SEAL)

**EXHIBIT A**

**PROJECTS AND ESTIMATED COSTS**

<b>Joint and Priority Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
A capital outlay project consisting of an addition to the Bulloch County Jail	\$51,000,000.00
A capital outlay project or projects consisting of joint solid waste projects of the County and Statesboro including, but not necessarily limited to, purchase of space in a regional landfill	\$9,600,000.00
<b>TOTAL</b>	<b>\$60,600,000.00</b>

<b>Bulloch County Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
Public safety facilities and/or equipment	\$27,725,000.00
Recreational facilities and/or equipment	\$9,000,000.00
Solid waste facilities and/or equipment	\$3,204,060.00
Capital equipment for use in voting in official elections or referendums	\$320,000.00
Capital improvements to administrative buildings and/or capital equipment for use in administrative buildings	\$1,500,000.00
Capital improvement to the courthouse and judicial facilities and/or capital equipment for use in the courthouse and judicial facilities	\$640,000.00
A capital outlay project or projects consisting of information technology, which may include but not be limited to servers, computers, and software	\$715,000.00
<b>TOTAL</b>	<b>\$43,104,060.00</b>

<b>Statesboro Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
Public Safety facilities and/or equipment	\$12,792,020.00
Water and Sewer capital outlay projects	\$3,210,000.00
Natural Gas capital outlay projects	\$1,230,000.00
Administrative Facilities	\$3,050,000.00
Cultural Facilities	\$400,000.00
Parks, Trails, and Greenspaces	\$3,330,000.00
Public Works and Cemetery	\$1,250,000.00
Stormwater capital outlay projects	\$4,650,000.00
Public Parking Lots	\$1,000,000.00
Economic Development Projects	\$1,000,000.00
<b>TOTAL</b>	<b>31,912,020.00</b>



<b>Brooklet Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
Water and sewer capital outlay projects	\$863,160.00
Public Works capital outlay projects	\$259,500.00
Vehicle and equipment purchases	\$502,740.00
<b>TOTAL</b>	<b>\$1,625,400.00</b>

<b>Portal Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
Water and sewer capital outlay projects	\$561,460.00
Public Safety facilities and/or equipment	50,000.00
<b>TOTAL</b>	<b>\$611,460.00</b>

<b>Register Projects</b>	
<b>Project Category</b>	<b>Project Estimates</b>
Water main improvement	\$100,000.00
Office equipment upgrades	\$5,000.00
Capital improvements to the community center and/or capital equipment for use in the community center	\$30,000.00
New roof on primary water pump building	\$2,500.00
Capital improvements to town hall and/or capital equipment for use in town hall	\$9,560.00
<b>TOTAL</b>	<b>\$147,060.00</b>