

**RESOLUTION TO APPROVE INTERGOVERNMENTAL CONTRACT
RE: REVENUE SHARING AGREEMENT FOR STANTON SPRINGS**

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the "Authority") acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres (the "Property"), which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

WHEREAS, to acquire the Property, the Authority issued, and Jasper County, Morgan County, Newton County and Walton County (the "Counties") agreed to make debt service payments on, taxable adjustable revenue bonds in the amount of \$9,000,000.00 (the "Bonds");

WHEREAS, by separate intergovernmental contracts dated October 1, 2000, the Counties agreed to make debt service payments on the Bonds based on the following percentages:

Jasper County	10.0%
Morgan County	15.0%
Newton County	37.5%
Walton County	37.5%;

WHEREAS, On December 2, 2004, the Authority and the Counties entered into an Intergovernmental Contract ("2004 Contract") which, among other things, specified the distribution of revenues, tax payments and payments in lieu of taxes collected on or in connection with the Property;

WHEREAS, the 2004 Contract apportioned distribution of revenues, tax payments and payments in lieu of taxes to the Counties based on the percentage of debt service the Counties agreed to pay on the Bonds as stated above;

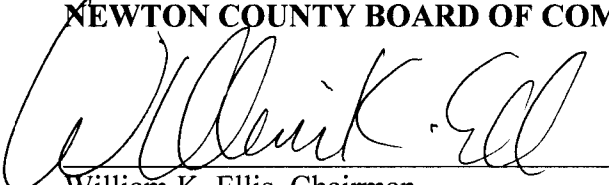
WHEREAS, the parties desire to clarify and amend the procedures for collection and distribution of tax revenues from 2004 to 2015 and from 2016 forward; and

WHEREAS, for clarity, the Intergovernmental Contract Re: Revenue Sharing Agreement shall supersede the 2004 Contract.

NOW, THEREFORE, BE IT RESOLVED by the Newton County Board of Commissioners that the Intergovernmental Contract Re. Revenue Sharing Agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved, and the Chairman and Secretary are authorized to execute said Contract.

SO RESOLVED this 16TH day of August, 2016

NEWTON COUNTY BOARD OF COMMISSIONERS



William K. Ellis, Chairman

Attest:



Jackie B. Smith, County Clerk



**INTERGOVERNMENTAL CONTRACT
RE: REVENUE SHARING AGREEMENT FOR STANTON SPRINGS**

THIS INTERGOVERNMENTAL CONTRACT (“Contract”), made and entered into as of the ____ day of _____, 2016 by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (collectively the “Counties”), the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the “Authority”), and JASPER COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, MORGAN COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, NEWTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia, and the WALTON COUNTY SCHOOL DISTRICT, a public body corporate and politic of the State of Georgia (collectively the “School Districts”).

WITNESSETH:

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1,528-acre site which has been expanded to now total approximately 1,635 acres (the “Property”), which site is located in Morgan, Newton, and Walton Counties, in order to proceed with the development of a research park known as Stanton Springs; and

WHEREAS, to acquire the Property, the Authority issued, and the Counties agreed to make debt service payments on, taxable adjustable revenue bonds in the amount of \$9,000,000.00 (the “Bonds”);

WHEREAS, by separate intergovernmental contracts dated October 1, 2000, the Counties agreed to make debt service payments on the Bonds based on the following percentages:

Jasper County	10.0%
Morgan County	15.0%
Newton County	37.5%
Walton County	37.5%;

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality, or other political subdivision of the State to contract for a period not exceeding fifty years, 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 provide; and

WHEREAS, Article IX, Section IV, Paragraph IV of the Georgia Constitution authorizes counties and municipalities to enter into contracts with other counties and municipalities for the

purpose of allocating the proceeds of ad valorem taxes assessed and collected on property located in such county or municipality with such other counties or municipalities with which the assessing county or municipality has entered into agreements for the development of one or more regional facilities and the allocation of other revenues generated from such regional facilities, and that such a contract shall provide for the manner of development, operation and management of the regional facility and the sharing of expenses among the contracting local governments and shall specify the method of allocation and the percentage of ad valorem taxes and other revenues to be allocated to each contracting local government; and

WHEREAS, On December 2, 2004, the Authority and the Counties entered into an Intergovernmental Contract ("2004 Contract") which, among other things, specified the distribution of revenues, tax payments and payments in lieu of taxes collected on or in connection with the Property;

WHEREAS, the 2004 Contract apportioned distribution of revenues, tax payments and payments in lieu of taxes to the Counties based on the percentage of debt service the Counties agreed to pay on the Bonds as stated above;

WHEREAS, the parties desire to clarify and amend the procedures for collection and distribution of tax revenues from 2004 to 2015 and from 2016 forward; and

WHEREAS, for clarity, this Agreement shall supersede the 2004 Contract.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, Counties and School Districts HEREBY AGREE as follows:

1.

The preamble and recitals above make up a part of the terms, conditions and provisions of this Contract.

2.

This Contract shall become effective upon execution by all parties and shall continue in effect for fifty (50) years.

3.

Definitions

- a. ***Debt Service Obligations***: Debt Service Obligations are the Authority's obligations which are currently outstanding and any future debt service obligations incurred by the Authority with the approval of the Counties. The Authority's Debt Service Obligations as of the date of this Contract are summarized and attached hereto as Exhibit "A".
- b. ***Collecting Counties***: Counties in which the Property lies shall levy, collect and distribute ad valorem taxes in accordance with the terms herein.

- c. **Expenses:** Expenses shall be defined as any costs incurred by the Authority as allowed under Georgia law for the development of the Property plus the sum of reasonable reserves for maintenance, operations, and expenses.
- d. **Net Other Revenues:** Net Other Revenues are Other Revenues minus the Authority's Expenses and Debt Service Obligations.
- e. **Net Tax Revenues:** Net Tax Revenues are Tax Revenues minus the Authority's budgeted Expenses and Debt Service Obligations not otherwise paid from Other Revenues.
- f. **Other Revenues:** Other Revenues are revenues generated from the Authority's activities including but not limited to, sales of land, leases of land, sales or leases of personalty, sales of timber or other resources and fees. Other Revenues shall not include any fees specifically allocated to the Authority in connection with a bond issuance.
- g. **Property:** The Property is all 1,635 acres currently located in the development park known as Stanton Springs and any land added to Stanton Springs in the future.
- h. **Stanton Springs:** Stanton Springs is the name of the research development park in which the Property is located.
- i. **Tax Revenues:** Tax Revenues are all ad valorem taxes levied by the Counties and the School Districts on real and personal property in Stanton Springs. This includes all payments in lieu of taxes, tax abatement payments, taxes assessed on leasehold interests, board of education taxes, taxes collected for special assessments for specific services, general obligation bonds, and any and all other ad valorem property taxes collected. Tax Revenues shall not include taxes collected by a county department other than the chief tax collector including, but not limited to, sales taxes, insurance premium taxes, intangible taxes, real estate transfer taxes, railroad taxes, franchise fees, occupational taxes, alcohol taxes, and financial institution taxes. Tax Revenues shall also not include ad valorem title taxes on motor vehicles. Tax Revenue shall not include ad valorem taxes collected on behalf of and due the State of Georgia. Finally, Tax Revenues shall not include any penalties or interest collected for late payments; any such penalties and interest shall be retained by the Collecting County.

4.

Distribution of Tax Revenues 2004 – 2015

From 2004 to 2015, Tax Revenues were generated from portions of the Property located in Newton and Walton Counties. Said Tax Revenues were collected by Newton and Walton Counties and distributed in accordance with their millage rates without taking into account the 2004 Contract. Newton County has partially repaid the other Counties for overpayments it received. Newton County and the Newton County School District agree to individually repay any additional amounts they received that exceeded the amounts they should have received pursuant to the 2004 Contract. Walton County agrees to repay the full amount of any overpayment it collected without seeking contributions from the Walton County School District. The amounts of all repayments to be paid by Newton County, the Newton County School District and Walton County to the other Parties are set forth in Exhibit "B". All repayments shall be payable solely from amounts received pursuant to this Contract.

Commencing in 2020, all revenues otherwise payable to Newton County, Newton School District, and Walton County under this Contract shall be first used to repay the amounts set forth in Exhibit "B" until such time as the payback amounts are paid in full. Starting in 2020, the Collecting Counties shall deduct from the Net Tax Revenues due Newton County, Newton County School District and Walton County the amounts due from these Parties and distribute said monies as shown on Exhibit "B". It is anticipated that the payback amounts will be satisfied in 2020.

5.

Authority's Obligations

The Authority hereby agrees as follows:

- a. The Authority shall collect and deposit in a separate account any and all Other Revenues.
- b. The Authority shall collect and deposit in a second separate account any and all Tax Revenues distributed to it by the Collecting Counties.
- c. The Authority shall pay its Expenses and Debt Service Obligations first from Other Revenues and then from Tax Revenues.
- d. The Authority shall prepare an operating budget report annually to include its projected Expenses, Debt Obligations, Other Revenues and Tax Revenues for the 12-month period from July 1-June 30. The operating budget shall specify the amount of Tax Revenues necessary for the Authority to meet its budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise paid by Other Revenues. A copy of said operating budget shall be delivered to the Counties on or before the last day of January of each year with a copy to each School District. If the Authority's fiscal year is not June 1 - July 30, the Authority shall prepare a budget for its fiscal year and upon adoption shall deliver copies to the Counties and the School Districts.
- e. The Authority's current Debt Service Obligations are listed on attached Exhibit "A". The Counties shall approve all new Debt Service Obligations.
- f. The Authority shall distribute Net Other Revenues for the prior year to the Counties on or before March 15 of each year in accordance with their payout percentages as follows:
 1. Jasper County shall receive 10.0%;
 2. Morgan County shall receive 15.0%;
 3. Newton County shall receive 37.5%; and
 4. Walton County shall receive 37.5%.
- g. The Authority shall cause to be performed an annual independent audit of its finances. Said audit shall be included in the Authority's budgeted expenses which shall be paid using Other Revenues or Tax Revenues when necessary. A copy of the audit shall be distributed to all parties to this Contract.

Counties' Obligations and Consent

The Counties hereby agree as follows:

- a. The Property that comprises Stanton Springs lies in Morgan, Newton and Walton Counties.
- b. The Counties in which the Property lies (the "Collecting Counties") shall collect and declare any and all Tax Revenues generated from real property and personal property lying on or in the Property, and the chief tax collection officers of the Collecting Counties shall supervise a separate accounting for said Tax Revenues so as to segregate said collections from other County tax revenues. As compensation for the Collecting Counties' duties hereunder, the Collecting County shall be entitled to a commission of 2.5% of any amounts otherwise payable by the Collecting County to any other County or School District.
- c. The Collecting Counties shall, before January 1 of each year, prepare a report of all Tax Revenues collected by said County and deliver a copy of said annual report to the Counties, School Districts, and the Authority simultaneously with its annual remittance.
- d. Between January 31 and the last day of February each year, the Counties may submit to the Authority and the Counties a written objection to the Expenses stated in the Authority's operating budget. Said objection shall specify the grounds for the objection. Pending resolution of the objection, the Collecting Counties shall remit Tax Revenues to the Authority in the amount of its operating budget approved for the prior year. No Tax Revenues may be distributed to the Counties or School Districts until the objection is resolved.
- e. If no objections are submitted, on or before March 15 of each year, the Collecting Counties shall remit Tax Revenues to the Authority in an amount sufficient to meet the Authority's annual budget requirements for the Authority's Expenses and Debt Service Obligations not otherwise budgeted to be paid by Other Revenues as established by the Authority's annual budget report. If more than one County collects Tax Revenues in a given year, each Collecting County shall pay a pro rata share of the Authority's budget based on that County's share of the total taxes collected.
- f. The Collecting Counties shall determine Net Tax Revenues to be remitted to the Counties and School Districts by subtracting from Tax Revenues the funds paid to the Authority in accordance with subparagraph (d).
- g. The Collecting Counties shall remit Net Tax Revenues contemporaneously to each of the Counties and the Walton, Newton and Morgan School Districts in accordance with the following:
 - i. Jasper County shall receive 10.0% of the said Net Tax Revenues with payments to be divided between Jasper County and the Jasper County School District based on a separate intergovernmental agreement (2.5% of said amount shall be withheld as commissions for the Collecting County). The Collecting County is not responsible for making payments, if any due, to the Jasper County School District;
 - ii. Morgan County and the Morgan County School District shall collectively receive 15.0% of the said Net Tax Revenues with payments divided between Morgan

County and the Morgan County School District based upon their proportionate millage rates (2.5% of said amounts shall be withheld as commissions for the Collecting County);

- iii. Newton County and the Newton County School District shall collectively receive 37.5% of the said Net Tax Revenues with payments divided between Newton County and the Newton County School District based on their proportionate millage rates (2.5% of said amounts shall be withheld as commissions for the Collecting County) after both have paid in full the payback amounts for taxes collected from 2004 to 2015 as detailed in Section 4 and shown on Exhibit B;
- iv. Walton County and the Walton County School District shall collectively receive 37.5% of the said Net Tax Revenues with payments divided between Walton County and the Walton County School District based on their proportionate millage rates (2.5% of said amounts shall be withheld as commissions for the Collecting County) after Walton County has paid in full the payback amounts for taxes collected from 2004 to 2015 as detailed in Section 4 and shown on Exhibit B.
- h. Other Revenues distributed to the Counties by the Authority may be used at the Counties' discretion.
- i. No later than January 1 of each year, Morgan, Newton and Walton County shall provide to the chief tax collection officer of the Collecting Counties the percentage split of Net Tax Revenues between that County and that County's School District based on the proportion of the prior year's millage rate of that County to the millage rate of that County's School District. The chief tax collection officer of the Collecting Counties shall use such percentage to calculate the amount of Net Tax Revenues that Newton, Morgan and Walton Counties and their respective School Districts are to be paid.
- j. Any tax refunds due property owners in Stanton Springs shall be paid by the Collecting County in the time period prescribed by law (O.C.G.A. § 48-5-380, 241). The Collecting County shall be reimbursed by the Counties and School Districts based on their pro rata share of the refund amount. The Collecting County shall invoice the Counties and School Districts.
- k. Should the Collecting County deem it in the best interest of the parties to conduct an external tax audit of real and/or personal property attributed to a tenant(s) in Stanton Springs, said audit shall be paid for by the Counties and School Districts based on their pro rata shares.

7.

2016 and 2017 Budgets and Tax Collections and Distributions

The parties understand and acknowledge this Contract will take effect past the time allotted for the Authority to prepare and submit an operating budget report for the 12-month period from July 1, 2016 through June 30, 2017. Therefore, notwithstanding the budget report process outlined in Section 5 above, the Authority will submit to the Counties and School Districts interim financial reports for the period from January 1, 2016 through June 30, 2016 and an operating budget for the period from July 1, 2016 through June 30, 2017 within 60-days of the

execution of this Contract. The Collecting Counties shall pay on behalf of the parties hereto the Authority's 2016 actual year to date Expenses and Debt Service Obligations as of June 30, 2016 and its projected July 1, 2016 through June 30, 2017 projected Expenses and Debt Service Obligations not otherwise paid by Other Revenues with Tax Revenues levied in 2016 in accordance with Paragraph 6 above. On or before the last day of January, 2017, the Authority shall submit its operating budget for the 12-month period from July 1, 2017 through June 30, 2018 in accordance with the provisions of Paragraph 5 above. If the amounts levied in 2016 do not fully cover the Authority's 2016 actual expenditures and 2017 budget, the Authority shall add the amounts not covered to the following year's budgets until such time as the Authority is made whole.

8.

Authority Budget and Expenses

- a. The parties understand and acknowledge the annual operating budgets prepared by the Authority are based on its estimate of reasonable and foreseeable expenses.
- b. In the event the Authority's actual expenditures are less than budgeted expenditures, any excess Tax Revenues received from the Collecting Counties shall be distributed to the Counties in accordance with Paragraph 5(f).
- c. In the event the Authority's actual expenditures exceed budgeted expenditures due to unforeseen circumstances, including but not limited to the location or expansion of a new business within Stanton Springs or litigation, reimbursement of those expenses shall be included in the budget for the following fiscal year. Within thirty (30) days of the Authority becoming aware it will incur unbudgeted expenses, the Authority shall provide the Counties and School Districts with an estimate of the unbudgeted expenditure and an explanation of the circumstances giving rise to the expenditure.
- d. In the event the Authority's annual operating budget exceeds the Other Revenues and Tax Revenues levied and collected in any given year, the Authority shall fund the balance of its budgeted operating expenses as follows:
 - i. Provided the Authority has access to an existing, County-approved, line of credit with a financial institution, the Authority shall make draws from said line of credit to meet its budget requirements for that year. Repayment of funds drawn from the line of credit shall then be added to the Authority's budgets for the following fiscal years until said funds, including any interest thereon, have been repaid in full; or
 - ii. If the Authority does not have access to an existing, County-approved line of credit, the Authority shall send invoices for the balance of its budgeted operating expenses to the Counties within thirty (30) days of the Authority's receipt of its share of the Tax Revenues from the Collecting County or Counties. Said invoices shall reference each County's share of the balance of the Authority's budgeted operating expenses based on the agreed upon percentages as follows:
 1. Jasper County shall pay 10.0%;

- 2.Morgan County shall pay 15.0%;
- 3.Newton County shall pay 37.5%; and
- 4.Walton County shall pay 37.5%.

9.

Example of Accounting

For purposes of clarity in accounting, below are examples:

Example 1:

Assumptions:

2016: Newton County Tax Commissioner collects \$100,000 in Tax Revenues

Walton County Tax Commissioner collects \$300,000 in Tax Revenues

Total Tax Revenues: \$400,000

Authority's Budget reflects: \$0 in Other Revenues

\$25,000 in Expenses

\$25,000 in Debt Service Obligations

Percentage split between Morgan County and Morgan County School District based upon proportionate millage rates – 35% and 65%

Percentage split between Newton County and Newton County School District based upon proportionate millage rates – 40% and 60 %

Percentage split between Walton County and Walton County School District based upon proportionate millage rates – 30% and 70%

Amounts Due by March 15, 2017:

From Newton County Tax Commissioner to Authority:

$$\$50,000 \times .25 = \$12,500$$

From Newton County Tax Commissioner to Jasper County:

$$\$87,500 \times .10 = \$8,750 \text{ minus } (8,750 \times .025) = \$8,531.25$$

From Newton County Tax Commissioner to Morgan County:

$$\$87,500 \times .15 \times .35 = \$4,593.75 \text{ minus } (4,593.75 \times .025) = \$4,478.91$$

From Newton County Tax Commissioner to Morgan County School District:

$$\$87,500 \times .15 \times .65 = \$8,531.25 \text{ minus } (8,531.25 \times .025) = \$8,317.97$$

From Newton County Tax Commissioner to Walton County:

$$\$87,500 \times .375 \times .30 = \$9,843.75 \text{ minus } (9,843.75 \times .025) = \$9,597.66$$

From Newton County Tax Commissioner to Walton County School District:

$$\$87,500 \times .375 \times .70 = \$22,968.75 \text{ minus } (22,968.75 \times .025) = \$22,394.53$$

From Newton County Tax Commissioner to Newton County School District:

$$\$87,500 \times .375 \times .60 = \$19,687.50 \text{ minus } (19,687.50 \times .025) = \$19,195.31$$

From Newton County Tax Commissioner to Newton County:

$$\begin{aligned} & \$87,500 \times .375 \times .40 = \$13,125 \text{ plus commissions of } \$218.75 + \$114.84 + \$213.28 \\ & + \$246.09 + \$574.22 + \$492.19 = \$14,984.37 \end{aligned}$$

From Walton County Tax Commissioner to Authority:

$$\$50,000 \times .75 = \$37,500$$

From Walton County Tax Commissioner to Jasper County:

$$\$262,500 \times .10 = \$26,250 \text{ minus } (26,250 \times .025) = \$25,593.75$$

From Walton County Tax Commissioner to Morgan County:

$$\$262,500 \times .15 \times .35 = \$13,781.25 \text{ minus } (13,781.25 \times .025) = \$13,436.72$$

From Walton County Tax Commissioner to Morgan County School District:

$$\$262,500 \times .15 \times .65 = \$25,593.75 \text{ minus } (25,593.75 \times .025) = \$24,953.91$$

From Walton County Tax Commissioner to Newton County:

$$\$262,500 \times .375 \times .40 = \$39,375 \text{ minus } (39,375 \times .025) = \$38,390.62$$

From Walton County Tax Commissioner to Newton County School District:

$$\$262,500 \times .375 \times .60 = \$59,062.50 \text{ minus } (59,062.50 \times .025) = \$57,585.94$$

From Walton County Tax Commissioner to Walton County School District:

$$\$262,500 \times .375 \times .70 = \$68,906.25 \text{ minus } (68,906.25 \times .025) = \$67,183.59$$

From Walton County Tax Commissioner to Walton County:

$$\begin{aligned} & \$262,500 \times .375 \times .30 = \$29,531.25 \text{ plus commissions of } \$656.25 + \$344.53 + \\ & \$639.84 + \$984.38 + \$1,476.56 + \$1,722.66 = \$35,355.47 \end{aligned}$$

Example 2:

Assumptions:

2016: Walton County Tax Commissioner collects \$100,000 in Tax Revenues

Authority's Budget reflects: \$150,000 in Other Revenues from timber sales

\$25,000 in Expenses

\$25,000 in Debt Service Obligations

Percentage split between Morgan County and Morgan County School District based upon proportionate millage rates – 35% and 65%

Percentage split between Newton County and Newton County School District based upon proportionate millage rates – 40% and 60 %

Percentage split between Walton County and Walton County School District based upon proportionate millage rates – 30% and 70%

Amounts Due by March 15, 2017:

From Authority to Jasper County:

$$\$100,000 \times .10 = \$10,000$$

From Authority to Morgan County:

$$\$100,000 \times .15 = \$15,000$$

From Authority to Newton County:

$$\$100,000 \times .375 = \$37,500$$

From Authority to Walton County:

$$\$100,000 \times .375 = \$37,500$$

From Walton County Tax Commissioner to Jasper County:

$$\$100,000 \times .10 = \$10,000 \text{ minus } (10,000 \times .025) = \$9,750$$

From Walton County Tax Commissioner to Morgan County:

$$\$100,000 \times .15 \times .35 = \$5,250 \text{ minus } (5,250 \times .025) = \$5,118.75$$

From Walton County Tax Commissioner to Morgan County School District:

$$\$100,000 \times .15 \times .65 = \$9,750 \text{ minus } (9,750 \times .025) = \$9,506.25$$

From Walton County Tax Commissioner to Newton County:

$$\$100,000 \times .375 \times .40 = \$15,000 \text{ minus } (15,000 \times .025) = \$14,625$$

From Walton County Tax Commissioner to Newton County School District:

$$\$100,000 \times .375 \times .60 = \$22,500 \text{ minus } (22,500 \times .025) = \$21,937.50$$

From Walton County Tax Commissioner to Walton County School District:

$$\$100,000 \times .375 \times .70 = \$26,250 \text{ minus } (26,250 \times .025) = \$25,593.75$$

From Walton County Tax Commissioner to Walton County:

$$\$100,000 \times .375 \times .30 = \$11,250 \text{ plus commissions of } \$250 + \$131.25 + \$243.75 + \$375 + \$562.50 + \$656.25 = \$13,468.75.$$

10.

School District Consent

To the extent permitted by law, the Jasper County, Morgan County, Newton County and Walton County School Districts ("School Districts") hereby expressly consent to the terms, provisions, agreements and requirements herein and waive any rights or claims to Tax Revenues other than those specifically referenced herein.

11.

Economic Development Negotiations

In order to be competitive in the economic development marketplace, the Authority is hereby authorized to negotiate with prospective business and industrial purchasers or tenants for payments in lieu of ad valorem taxation or tax abatements consistent and in accordance with applicable law(s).

12.

Centralized Inspection and Building-Permitting

- a. It is to the benefit of the parties that the development of the Property occurs in a consistent manner. Therefore, the parties hereby agree the inspection and building-permit function for development within the Property shall be handled by a single planning and zoning department; and
- b. Provided a mutually satisfactory agreement is reached for reimbursement of Walton County's costs and expenses, the Walton County Planning and Development Department shall be initially responsible for the inspection and permitting functions required for development within the Property. The designation of the responsible department may be changed by resolution of the Authority.

13.

General

- a. Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which shall otherwise remain in full force and effect.
- b. This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- c. This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.
- d. This Contract supersedes and replaces the 2004 Contract rendering the 2004 Contract null and void.

14.

Notices

All notices, correspondence, payments and other communications required under this Contract shall be delivered to:

For the Authority:

Chairman
5100 Davis Academy Road
Rutledge, Georgia 30663

With a copy to:

Andrea P. Gray, Attorney at Law
P.O. Box 826
Monroe, Georgia 30655

For Jasper County:

Jasper County Board of Commissioners
Attn: Chair, Board of Commissioners
126 W. Green Street
Suite 18
Monticello, GA 31064

For Jasper County School District:

Chairman
1411 College Street
Monticello, Georgia 31064
With a copy to:
Cory Kirby

Harben, Hartley & Hawkins, LLP
Wells Fargo Center, Suite 750
340 Jesse Jewell Parkway
Gainesville, Georgia 30501

For Morgan County:

Morgan County
Attn: County Manager
150 East Washington Street
Suite 100
Madison, GA 30650
With a copy to:
Christian G. Henry
204 Thomason Street
Suite B
Madison, GA 30650

For Morgan County School District:

Morgan County School System
1065 East Ave
Madison, GA 30650
With a copy to:
Cory Kirby
Harben, Hartley & Hawkins, LLP
340 Jesse Jewell Parkway
Wells Fargo Center, Suite 750
Gainesville, GA 30501

For Newton County:

Chairman of the Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
With a copy to:
Megan Martin
County Attorney
Jarrard & Davis, LLP
105 Pilgrim Village Drive, Suite 200
Cumming, GA 30040

For Newton County School District:

Superintendent
NCBOE
2109 Newton Drive
Covington, GA 30014
With a copy to:
General Counsel

NCBOE
P.O. Box 1469
Covington, GA 30015

For Walton County:

Walton County Finance Department
303 S. Hammond Drive, Suite 333
Monroe, Georgia 30655

With a copy to:

Walton County Tax Commissioner
303 S. Hammond Drive, Suite 100
Monroe, Georgia 30655

For Walton County School District:

Walton County School District
200 Double Springs Church Rd.
Monroe, GA 30656

Attention: Superintendent

With a copy to:

Michael C. Pruett
Hall Booth Smith, P.C.
440 College Ave., Suite 120
Athens, Georgia 30601

IN WITNESS WHEREOF, the parties, action by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Jasper County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Jasper County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ____ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

JASPER COUNTY SCHOOL DISTRICT

By: _____
Chairman, Jasper County School District

(SEAL)

Attest:

Secretary

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Morgan County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Morgan County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Walton County

(SEAL)

Attest:

Clerk, Board of Commissioners
of Walton County

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

WALTON COUNTY SCHOOL DISTRICT

By: _____
Chairman

(SEAL)

Attest:

Secretary

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

MORGAN COUNTY SCHOOL DISTRICT

By: _____
Chairman

(SEAL)

Attest:

Secretary

[Execution Page for INTERGOVERNMENTAL CONTRACT Re: REVENUE SHARING, made and entered into as of the ___ day of _____, 2016, by and between Jasper County, Morgan County, Newton County, Walton County, Jasper County School District, Morgan County School District, Newton County School District, Walton County School District and the Joint Development Authority of Jasper, Morgan, Newton, and Walton Counties]

NEWTON COUNTY SCHOOL DISTRICT

By: _____
Chairman

(SEAL)

Attest:

Secretary

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JOINT DEVELOPMENT AUTHORITY OF JASPER,
MORGAN, NEWTON AND WALTON COUNTIES

By: _____
Chairman

(SEAL)

Attest:

Secretary

Exhibit A

Joint Development Authority of Jasper, Morgan, Newton and Walton Counties

Summary of Debt Obligations included in the Revenue Sharing Agreement

Debt	Use	Year Incurred	Original Amount	Paid to Date	Balance	Maturity	Interest Rate	Security	Counties' Authorization	Notes
Bank of Madison Loan	Fund a portion of the Parkway	2007	\$ 2,600,000	\$ 1,255,518	\$ 1,344,482	2025	prime + 1.5%	Land & pledge of tax revenues from Baxalta	Resolutions passed by all four Counties in January 2016	
Bank of Madison Line of Credit	Line of Credit to fund expenses and debt service payments	2016	\$600,000 credit limit			2023	prime + 1.5% with 15% cap and 5% min	Land & pledge of tax revenues from Baxalta	Resolutions passed by all four Counties in January 2016	
GEFA Note	Fund a portion of Shire pretreatment facility	2013	\$ 5,900,000	\$ -	\$5,900,000 +\$430,086 Cap Interest=\$6,330,086	2048	1.82%	Full faith and credit of four counties	IGA signed by all four Counties on January 7, 2013	Payments commence in 2018 when Shire tax revenues are projected to start

Notes: The Authority has two existing debt obligations which are paid pursuant to separate intergovernmental agreements and are therefore not included under the Revenue Sharing Agreement.

These debts are as follows:

- 1. In 2000, the Authority issued bonds to purchase 1,531 acres in the amount of \$9,000,000.00. The bonds are secured by the full faith and credit of the four counties which make quarterly payments. The bonds will be paid in full in 2020.*
- 2. In 2002, the Authority obtained a loan from the Georgia Environmental Finance Authority to construct preliminary water & sewer lines in the amount of \$487,760.00. Pursuant to a July 23, 2002 Intergovernmental Agreement, the Newton County Water & Sewer Authority took over repayment of the Counties' portion of the loan in 2015 and will continue to make payments on the Counties' behalf until paid in full.*

Exhibit B

Tax Payback Calculations for Taxes Collected in Newton and Walton Counties from 2004 to 2015

Newton County											
County taxes collected	\$ 168,340.88										
School taxes collected	\$ 259,600.22										
Total Taxes	\$ 427,941.10										
	Jasper (10%)	Morgan County (15%)		Newton County (37.5%)			Walton County (37.5%)			Totals	
	Total	Total	County (42.29%)	School (37.71%)	Total	County (41.66%)	School (58.34%)	Total	County (38.11%)	School (61.89%)	
Amount Due per payout percentages	\$ 42,794.11	\$ 64,191.17			\$ 160,477.91			\$ 160,477.91			\$ 427,941.10
Money Paid by Newton County	\$ 13,907.99	\$ 20,861.98						\$ 52,154.95			\$ 86,924.92
Balance Due	\$ 28,886.12	\$ 43,329.19						\$ 108,322.96			\$ 180,538.27
Portion Due from School	\$ 25,870.82	\$ 38,806.24						\$ 97,015.59			\$ 161,692.65
Portion Due from County	\$ 3,015.30	\$ 4,522.95			\$ -			\$ 11,307.37			\$ 18,845.62
Offset from \$ owed from Walton County								\$ 32,343.30			
Total amounts due in 2020*											
Net Due from Newton School	\$ 25,870.82	\$ 38,806.24	\$ 16,411.16	\$ 22,395.08	\$ -			\$ 77,282.94	\$ 29,452.53	\$ 47,830.41	\$ 141,960.00
Net Due from Newton County	\$ 3,015.30	\$ 4,522.95	\$ 1,912.76	\$ 2,610.19	\$ -			\$ (1,303.28)	\$ (542.94)	\$ (760.33)	\$ 6,234.97

Walton County											
County taxes collected	\$ 29,758.42										
School taxes collected	\$ 56,490.38										
Total Taxes	\$ 86,248.80										
	Jasper (10%)	Morgan County (15%)		Newton County (37.5%)			Walton County (37.5%)			Totals	
	Total	Total	County (42.29%)	School (37.71%)	Total	County (41.66%)	School (58.34%)	Total	County (38.11%)	School (61.89%)	
Amount Due	\$ 8,624.88	\$ 12,937.32			\$ 32,343.30			\$ 32,343.30			\$ 86,248.80
Money Paid by Walton County											
Balance Due	\$ 8,624.88	\$ 12,937.32			\$ 32,343.30						\$ 53,905.50
Newton County's Portion					\$ 12,610.65						
Offset from \$ owed from Newton					\$ 11,307.37						
Total amounts due in 2020*											
Net Due from Walton County	\$ 8,624.88	\$ 12,937.32	\$ 5,471.19	\$ 7,466.19	\$ 1,303.28	\$ 542.95	\$ 760.33				\$ 22,865.48

Newton/Walton Offset	
School:	
Newton School owes Walton	\$ 97,015.59
Walton County owes Newton Schools	\$ 19,732.65
Net Due Walton	\$ 77,282.94
County:	
Walton County owes Newton	\$ 12,610.65
Newton County owes Walton	\$ 11,307.37
Net Due Newton	\$ 1,303.28
Total net due Walton	\$ 75,979.66

Notes:
 - The percentage breakdowns between monies owed to each County and School District were calculated using the 2015 millage rates for each County/School District as published by the Georgia Department of Revenue
 - *Amounts due under this agreement are payable solely from Tax Revenues received under this agreement commencing in 2020. Newton County, Newton School District and Walton County must first apply Tax Revenues received to payment of the amounts due as shown on this spreadsheet.