

SECOND MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA AND THE CITY OF SOUTH FULTON,
GEORGIA TO PROVIDE FOR THE RECEIPT AND TRANSFER OF
TSPLOST FUNDS DESIGNATED FOR THE CITY OF SOUTH
FULTON

THIS SECOND MEMORANDUM OF UNDERSTANDING (hereinafter, "Second MOU") is being entered into, effective as of the ____ day of 2025 by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (referred to herein as the "County") and the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia (referred to herein as the "City"), (both parties collectively referred to herein as the "Parties") as follows:

WITNESSETH

WHEREAS, the County entered into an intergovernmental agreement on July 20, 2016 with certain qualified cities located outside the city limits of the City of Atlanta and located wholly or partially within the boundaries of Fulton County, Georgia, for the use and distribution of proceeds generated by a 2016 transportation special purpose local option sales tax ("TSPLOST") referendum (hereinafter, the "IGA"), which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, the IGA provided for a percentage (16.60%) of TSPLOST funds collected between April 1, 2017 and March 31, 2022 to be designated for certain transportation projects within what was then an unincorporated area of the County; and

WHEREAS, the City was created by the 2016 Georgia General Assembly pursuant to House Bill 514 and expanded in 2021 through the annexation of much of unincorporated Fulton County pursuant to House Bill 445; and

WHEREAS, because the City had not yet been incorporated at the time the IGA was entered into, the City and County entered into a Memorandum of

Understanding effective as of February 12, 2019, attached hereto as Exhibit "2," to transfer to the City those portions of TSPLOST proceeds designated for transportation projects that were previously within an unincorporated part of the County but were now within the City limits (hereinafter, "City Projects"); and

WHEREAS, the Memorandum of Understanding terminated under its own terms on December 31, 2019 following the transfer of all of the TSPLOST proceeds from the County to the City for all the for City Projects that were at that time within the limits of the City; and

WHEREAS, following the expansion of the City through the annexation of much of unincorporated Fulton County in 2021, one additional City Project that had previously been in unincorporated Fulton County came to be located within the City limits; and

WHEREAS, the County has in its possession NINE HUNDRED THOUSAND AND ZERO DOLLARS (\$900,000.00) that is earmarked to be transferred to the City that was obtained through TSPLOST collections and is to be applied toward the cost of the remaining project at Fulton Industrial Boulevard and Cascade Road (P.I. 0018185); and

WHEREAS, the County desires to transfer the \$900,000.00 in TSPLOST collections to the City pursuant to this Second MOU and the City desires to receive such funds as set forth in this Second MOU.

NOW THEREFORE, for and in consideration of the mutual promises, and subject to the terms and conditions of the IGA, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County do hereby agree as follows:

1. **Scope.** This Second MOU shall govern the County's transfer and the City's receipt of TSPLOST collections designated for the formerly unincorporated areas of Fulton County under the IGA, now included as a part of the City, including the City's receipt by the County of the 16.60% of net proceeds distributed by the Department of Revenue of the State of

Georgia to the County for a transportation project at Fulton Industrial Boulevard and Cascade Road (P.I. 0018185), now located within the City.

2. **Effective Date.** This Second MOU shall become effective upon its execution by the County and City.
3. **Termination.** Either party may terminate this Second MOU upon thirty (30) days written notice to the other party. Otherwise, this Second MOU will terminate once the funding for the projects has been transferred by the County and received by the City.

4. Obligations Specific to the County:

- a. The County shall employ its best efforts to transfer to the City, by wire or other electronic means, the TSPLOST collections designated for the formerly unincorporated areas of Fulton County which now make-up the City so that such tax proceeds may be used by the City solely on the remaining City Project identified above.
- b. Upon request by the City, the County shall promptly provide the City with all relevant documents concerning the TSPLOST IGA, including documents concerning the City Projects, to include intergovernmental correspondence and TSPLOST funds received by the County.
- c. The County shall transfer the earmarked funds totaling \$900,000.00 to the City of South Fulton at the first opportunity after the approval of this Second MOU.

5. Obligations specific to the City.

- a. The City shall use all tax proceeds received by the City from the County solely for the City Projects as set forth in the IGA, O.C.G.A. § 48-8-260(4) and O.C.G.A §48-8-121.
- b. The City shall abide by all rules governing the use and receipt of tax proceeds under applicable TSPLOST law, including any auditing and reporting requirements.
- c. Upon request by the County, the City shall promptly provide the County with all relevant documents concerning the TSPLOST IGA, including documents concerning the City Projects, intergovernmental

correspondence and TSPLOST funds received by the County.

- d. The City shall promptly assist the County, at the City's sole cost, with any audit requirement and non-technical report or consolidated schedule of projects as set forth in the IGA.

6. Miscellaneous.

- a. This Second MOU shall not be changed or modified except by agreement in writing executed by the Parties.
- b. This Second MOU shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.
- c. It is agreed that the illegality or invalidity of any term or clause of this Second MOU shall not affect the validity of the remainder of the Second MOU, and the Second MOU shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- d. The Parties to this Second MOU shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations regarding TSPLOST fund use.
- e. No consent or waiver, express or implied, by any party to this Second MOU to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.
- f. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Second MOU shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

To Fulton County:

Richard Dick Anderson, County Manager
141 Pryor Street
Atlanta, GA 30303

With copies to:

David Clark, Director
Department of Public Works
141 Pryor Street, SW, Suite 6001
Atlanta, GA 30303

County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

To City of South Fulton:

Sharon Subadan, City Manager
4715 Frederick Drive
South Fulton, GA 30336

With a copy to:

Sara Kelly, Interim City Attorney
5440 Fulton Industrial Boulevard
South Fulton, GA 30336

- g. Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.
- h. This Second MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Fulton County and City of South Fulton, the Parties hereunto have set their hands and affixed their seals on the day and year first above written.

FULTON COUNTY, a political subdivision of the State of Georgia:

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

By: _____
Y. Soo Joo
County Attorney

CITY OF FULTON COUNTY, a political subdivision of the State of Georgia:

By: _____
khalid kamau, Mayor
City of South Fulton

ATTEST:

By: _____
Corey Adams
City Clerk

APPROVED AS TO FORM:

By: _____
Sara D. E. Kelly,
Interim City Attorney

EXHIBIT 1

EXHIBIT 2