

**AGREEMENT BETWEEN FULTON COUNTY, GEORGIA,
THE TAX COMMISSIONER OF FULTON COUNTY,
GEORGIA AND THE CITY OF SOUTH FULTON,
GEORGIA FOR
THE BILLING AND COLLECTION OF
SOLID WASTE FEES**

This Agreement is made as of the date of the last signature affixed hereto by and between Fulton County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("Fulton County"), the Tax Commissioner of Fulton County, Georgia (the "Tax Commissioner"), and the City of South Fulton, Georgia, a municipal corporation of the State of Georgia, by and through its governing body (the "City of South Fulton"), (Fulton County, the Tax Commissioner and the City of South Fulton hereinafter referred to, collectively, as the "Parties").

WITNESSETH:

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes and fees levied on property existing in Fulton County;

WHEREAS, pursuant to O.C.G.A § 12-8-39.3, any city that operates a solid waste handling facility and/or provides solid waste collection services or both and levies, collects taxes, fees, and/or assessments to accomplish this purpose is also authorized to enforce by ordinance or resolution the collection of taxes, fees, or assessments due to the city in the same manner as authorized by law for the enforcement of the collection and payment of state taxes, fees, or assessments and any such ordinance or resolution enacted by a county governing authority may provide that the tax commissioner or tax collector for such county shall be the officer charged with the enforcement of its provisions;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, Fulton County may contract with the City of South Fulton for the purpose of billing, processing, receiving, and collecting fees levied by and on behalf of the City of South Fulton, Georgia;

WHEREAS, the City of South Fulton, Fulton County and the Tax Commissioner, on August 2, 2017, entered into a billing and collection agreement for the processing and collection of ad valorem taxes levied on behalf of the City;

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of Fulton County and the City of South Fulton with more efficient governmental services, that this Agreement be entered into for the billing and collection of the City's solid waste fees;

WHEREAS, Section 1.12 (7) (Municipal Powers) of the City of South Fulton Charter authorizes the City to enter into contract and agreements with other governments;

WHEREAS, Section 1.12 (37) and (39) of the City of South Fulton Charter further authorizes for the collection and/or regulation of the disposal of garbage, rubbish, refuse and other materials and to also provide for the collection of special assessments to cover the costs of any public improvement;

WHEREAS, on January 24, 2023, the City of South Fulton approved the solid waste contract between the City and WastePro for its residential solid waste collection;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the applicable provisions of O.C.G.A. § 48-5-359.1, any agreement between Fulton County and a municipality for the billing and collection of solid waste fees shall specify an amount to be paid by the municipality to Fulton County as compensation for such solid waste billing and collection services, which amount shall substantially approximate the cost to Fulton County of providing said billing and collection services;

WHEREAS, as payment for said solid waste billing and collection services, Fulton County shall be compensated by the City of South Fulton in an amount which substantially approximates the actual cost to Fulton County of providing said services;

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the applicable provisions of O.C.G.A. § 48-5-359.1, the Tax Commissioner is authorized to accept, receive, and retain payment from the County for additional duties and responsibilities associated with such solid waste billing and collection services undertaken on behalf of a municipality;

WHEREAS, as payment for the additional duties and responsibilities associated with such billing and collection services undertaken on behalf of the City of South Fulton, the Tax Commissioner shall receive an annual one-time payment paid through or disbursed by Fulton County; and

WHEREAS, the Parties desire to enter into this Agreement for such services

according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

Section I. Services To Be Provided.

- a) For each current tax year during the term of this Agreement, the City of South Fulton shall submit to the Tax Commissioner, on or before June 1 of each such current tax year, appropriate documentation setting forth the adopted fees by the City of South Fulton for such calendar year. The City of South Fulton shall also be responsible for providing maps and any other information necessary for the Fulton County Tax Commissioners Office and/or the Tax Assessors Office to identify and/or establish the appropriate property tax parcels within the boundaries of the City of South Fulton to the Tax Commissioner for billing purposes.
- b) The Tax Commissioner shall bill, collect and levy all applicable penalties, interest and fees on the City portion of such solid waste fee bills in accordance with this Agreement and as permitted by law.
- c) The City of South Fulton agrees and desires that the collection process for City of South Fulton fees be performed as a function of the Tax Commissioner's Office.
- d) Upon the collection of current or delinquent fees on behalf of the City of South Fulton, the Tax Commissioner shall promptly forward such funds to the City of South Fulton, less any amounts due Fulton County as provided for at Section II of this Agreement. To the extent that the City of South Fulton fails to pay the amount invoiced by the Tax Commissioner within thirty (30) days from the invoice date for each tax parcel billed by the Tax Commissioner for the City of South Fulton, then the Tax Commissioner shall also be authorized to withhold the amount invoiced to the City of South Fulton and direct those funds to Fulton County's Finance Department so the Tax Commissioner can be provided the payment due under this Agreement.
- e) Notwithstanding any other language in Section I or Section II of this Agreement, the Tax Commissioner shall have the authority to disburse, from the monies

collected in the performance of the services provided pursuant to this Agreement, a refund to a third party from whom the Tax Commissioner previously has received a payment of a solid waste fee if such refund is necessary to: (1) correct a prior solid waste billing error; (2) correct the amount of a particular solid waste billing charge due to a systematic modification by the City of its solid waste charge policies; or (3) comply with a change in the law or a formal order of a court with competent jurisdiction. Any amount disbursed pursuant to this paragraph shall be excluded from the funds due the City of South Fulton but shall be included in the calculation of the compensation due the County and the Tax Commissioner in Section II.

f) The City of South Fulton shall have access to databases, records and reports used by the Tax Commissioner for the collection of the solid waste fees for the City of South Fulton. The City of South Fulton shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment and/or information.

Section II. Compensation.

a) The Parties agree that Fulton County shall be entitled to an amount equal to one percent (1%) of all such collections by the Tax Commissioner on behalf of the City of South Fulton for solid waste fees. Upon receipt of payments for the billed solid waste fees, the Tax Commissioner shall deduct from such funds amounts necessary to satisfy the one percent (1%) payment owed to Fulton County and shall deliver said amounts to Fulton County. The Tax Commissioner shall forward the remaining balance of the remitted monies to the City of South Fulton.

b) As compensation for the solid waste charge billing and collection services the Tax Commissioner shall be entitled to an amount equal to one dollar (\$1.00) per tax parcel for each tax parcel billed by the Tax Commissioner for solid waste charges. The Tax Commissioner shall invoice the City of South Fulton annually for this fee and the City of South Fulton shall satisfy said invoice in full through payment to Fulton

County within thirty (30) days of receipt of such invoice by the City of South Fulton. The compensation invoiced by the Tax Commissioner paid by the City of South Fulton shall then be paid into the General Fund for Fulton County. Fulton County shall within one month of the receipt of the relevant portion of the Compensation, disburse the funds paid equally amongst the management staff of the Tax Commissioner's Office as directed by the Tax Commissioner in writing to the Fulton County Department of Finance.

c) The payments made in connection with this Agreement to the Tax Commissioner shall be in addition to the regular salary paid and/or any fees paid by Fulton County to the Tax Commissioner's managerial staff. Any salary and/or fees received by the Tax Commissioner's managerial staff that are outside of this Agreement shall be unaffected by and not be adjusted in any manner as a result of any monies received pursuant to this Agreement. If Fulton County fails to pay the amount requested by the Tax Commissioner within thirty (30) days after receiving payment from the City of South Fulton; then the Tax Commissioner shall be authorized to withhold those amounts compensation paid to Fulton County by the City of South Fulton. The Tax Commissioner shall have the right to retain those funds as payment due the Tax Commissioner.

Section III. Delinquent Fees.

Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City of South Fulton solid waste sanitation fees, including any interest, penalties and/or other fees applicable thereto, according to the terms and conditions set forth in this Agreement, or any previous agreement between the Parties for such billing and collection between the Parties, to include all delinquencies on record in the Tax Commissioner's Office records.

Section IV. Term.

- a) This Agreement shall be effective as of the date it is executed by all parties.
- b) This Agreement shall remain in effect for a term expiring on the sooner of

either 1) fifty (50) years from the effective date of this Agreement or 2) the expiration of Fulton County Tax Commissioner Arthur E. Ferdinand's service in the position of the Tax Commissioner for Fulton County. The term of this Agreement is further subject to the right of the City of South Fulton, the Tax Commissioner, or Fulton County, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City of South Fulton. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than six (6) months in advance of the effective date of such termination.

Section V. Notice.

Any notice required or penalty under this contract shall be in writing and shall be deemed received three (3) days following deposit of same in the U.S. Mail, with adequate postage affixed to the relevant addressee and address below:

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government Center
141 Pryor Street, S.W.
Tenth Floor
Atlanta, GA 30303

With a copy to:

Fulton County Tax Commissioner
Fulton County Government Center
141 Pryor Street, S.W.,
Suite 1072
Atlanta, GA 30303

IF TO THE CITY OF SOUTH FULTON:

Mayor
and/or
City Manager
City Hall
5440 Fulton Industrial Blvd, SW
South Fulton, Georgia 330336

Section VI. Miscellaneous Provisions.

- a) All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b) The Parties shall comply with all statutes, laws, ordinances, and regulations

applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

c) If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unenforceability of said provision shall not cause the remainder of the Agreement to not be binding upon the Parties.

d) This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.

e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

f) This Agreement may be executed in any number of counterparts. The executed signature page (2) from each counterpart will be taken to constitute the one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

[SIGNATURES CONTAINED ON THE NEXT PAGE]

CITY OF SOUTH FULTON, GEORGIA

for Khalid Kamau, Mayor or designee

Date: 5/12/2023

ATTEST:

ATTEST:



Corey Adams, City Clerk

5/12/23

APPROVED AS TO FORM:

 5/10/23

Vincent D. Hyman, City Attorney



FULTON COUNTY, GEORGIA

Robb Pitts, Chairman

Date: _____

**FULTON COUNTY TAX
COMMISSIONER**

Dr. Arthur E. Ferdinand, Tax
Commissioner

Date: _____

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney