

- C. The County and the Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
- D. The County and the Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement. The projects specified in Exhibit A shall be funded from proceeds of the tax authorized by the Act.
- E. The County and the Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective County or Municipality as required to fulfill the terms of this Agreement.

Section 2. Conditions Precedent

- A. The obligations of the County and the Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of OCGA § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of OCGA § 48-8-111(b) through (d).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 4, 2025, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.