

AGREEMENT

GEORGIA, TROUP COUNTY

This Agreement made and entered into on this the ____ day of _____, 2019, between Troup County, a political subdivision of the State of Georgia, hereinafter referred to as "The County", City of Hogansville, a political subdivision of the State of Georgia, hereinafter referred to as "The City", and, Shane Frailey, the duly elected Tax Commissioner of Troup County, hereinafter referred to as "The Commissioner", all hereinafter collectively referred to as the "The Parties";

WITNESSETH:

THAT WHEREAS, The Parties by this agreement desire to provide efficient tax collection procedures in order to ensure fair and accurate taxation for all citizens residing in the County and the City; and

WHEREAS, in furtherance thereof, The Parties feel that it would be in the best interest of all citizens and tax payers of the County and City for this contract to be made providing for the collection of City taxes by and through the commissioner:

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of The Parties, the sufficiency whereof its hereby acknowledged, The Parties do hereby contract, each with the other, as follows:

1. TERM

The term of this agreement expires on the first anniversary of this agreement's effective date. Thereafter, this Agreement shall automatically renew on an annual basis unless

terminated by the City, the County, or the Commissioner. The party terminating must present a written notice of cancellation at least 30 days prior to cancellation.

2. POWERS

During the term of this agreement, the Commissioner is empowered to and shall:

- (a) prepare the tax digest for the City for tax year 2019-2020;
- (b) based upon the millage rate as fixed and determined by the governing body of the City, levy and collect all City taxes for tax years 2019-2020 in the same manner as taxes for the County are levied and collected;
- (c) apply and invoke any remedies, methods, and procedures authorized or permitted by law for collection of City taxes; and
- (d) account for and remit to the City all taxes collected within a reasonable time, but not to exceed thirty (30) days after the date of collection.

3. COMPENSATION

- (a) In order to substantially reimburse the County for the cost of providing the services delineated and set forth in Paragraph 2 hereof, the City shall pay to the County a sum of money equal to \$.50 for each parcel of real estate for which a tax bill is issued; and
- (b) The City shall pay to the Commissioner a sum of money equal to \$1.00 for each parcel of real estate on the digest with within thirty (30) days of the date of approval of the 2019 tax digest for tax year 2019-2020 by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities as may be required on the part of the commissioner for the levy, collection, and for the accounting for the payment of the City taxes pursuant to the provisions hereof.

4. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the Parties shall not be altered and amended except in writing signed by the parties.

IN WITNESS WHEREOF, The Parties have caused their respective names and seals to be hereunto affixed to the day and year first above written.

TROUP COUNTY GEORGIA (SEAL)

BY: _____
Chairman

ATTEST: _____
Clerk

"The County" LaGrange, Georgia (SEAL)

BY: _____
Mayor

ATTEST: _____
Clerk-Treasurer

"The City" Hogansville, Georgia (SEAL)

Tax Commissioner of Troup County,
Georgia, "The Commissioner"

AGREEMENT

GEORGIA, TROUP COUNTY.

This Agreement made and entered into on this the 18th day of April, 1995, between Troup County, a political subdivision of the State of Georgia, hereinafter referred to as "The County", City of Hogansville, a political subdivision of the State of Georgia, hereinafter referred to as "The City", and Ellis C. Smith, the duly elected Tax Commissioner of Troup County, hereinafter referred to as "The Commissioner", all hereinafter collectively referred to as "The Parties";

WITNESSETH: THAT

WHEREAS, The Parties by this agreement desire to provide efficient tax assessment and collection procedures in order to insure fair and accurate taxation for all citizens residing in the County and the City; and

WHEREAS, in furtherance thereof, The Parties feel that it would be in the best interest of all citizens and tax payers of the County and City for this contract to be made providing for assessment and collection of City taxes by and through the commissioner;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements of The Parties, the sufficiency whereof is hereby acknowledged, The Parties do hereby contract, each with the other, as follows:

1. TERM

The term of this agreement shall be for TWO YEARS beginning on the first day of January, 1995 and terminating on the thirty first day of December, 1996

2. POWERS

During the term of this agreement, the Commissioner is empowered to and shall:

- (a) prepare the tax digest for the City for tax year 95-96

(b) based upon the millage rate as fixed and determined by the governing body of City, levy, assess, and collect all city taxes for tax years 1995-1996 in the same manner as taxes for County are levied, assessed and collected;

(c) apply and invoke any remedies, methods, and procedures authorized or permitted by law for collection of City taxes; and

(d) account for and remit to City all taxes collected within a reasonable time but not to exceed thirty (30) days after the date of collection.

3. COMPENSATION

(a) In order to substantially reimburse County for the cost of providing the services delineated and set forth in Paragraph 2 hereof, the City shall pay to the County a sum of money equal to \$.25 for each parcel of real estate for which a tax bill is issued; and

(b) The City shall pay to the Commissioner a sum of money equal to \$.80 for each parcel of real estate or the digest within thirty (30) days of the date of approval of the 95-96 tax digest for tax year by the State Revenue Department of Georgia, as compensation for such additional duties and responsibilities as may be required on the part of the commissioner for the levy, assessment, collection, and for the accounting for and payment of the City taxes pursuant to the provisions hereof.

4. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of The Parties shall not be altered or amended except in writing signed by the parties,

IN WITNESS WHEREOF, The Parties have caused their
respective names and seals to be hereunto affixed on the day and
year first above written.

TROUP COUNTY GEORGIA (SEAL)

BY: _____
Chairman

ATTEST: _____
Clerk

"The County" LaGrange, Georgia (SEAL)

BY: *Calvin J. Seals*
Mayor

ATTEST: *Christine S. Ellis*
Clark-Treasurer

"The City" Hogansville, Georgia (SEAL)

Ellis Smith (SEAL)
Tax Commissioner of Troup County,
Georgia, "The Commissioner"