

Agreement with respect to the services and facilities contemplated in this Agreement on behalf of and in conjunction with the County. The Parties acknowledge that the payments required by this paragraph are in exchange for services, facilities, and other lawful consideration and shall not constitute a penalty or gratuity in violation of the Gratuities Clause of the Georgia State Constitution.

11.

Triggering Events

Notwithstanding any other requirement or provision herein, the County shall make the November 1, 2025 payment to the Cities, but the County shall have no obligation to make further payments under this Agreement if : (i) any entity with a statutory right to require the County to update or revise the SDS refuses to adopt an SDS consistent with the terms of paragraphs 3, 4, and 5 of this Agreement and the pre-sanction mediator declares an impasse, (ii) one or more local governments in the County are created, abolished, or consolidated, (iii) when the SDS expires, or (iv) when the Parties agree to revise this Agreement. If any of the triggers (i)-(iv) herein are satisfied, a termination of this Agreement and the existing SDS shall be deemed to have occurred. If a triggering event occurs and a future payment-based SDS is negotiated by the County and the Cities, any future annual payment by the County to the Cities will become due no earlier than November 1, 2026.

The Parties agree that House Bill 1407 (from 2023/2024) becoming operational and enforceable on January 1, 2026, shall not constitute a triggering event or otherwise require the Parties to review and revise the SDS.