

STATE OF GEORGIA,  
COUNTY OF SPALDING.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
CITY OF GRIFFIN, GEORGIA,  
THE COUNTY OF SPALDING, GEORGIA  
AND THE  
GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY  
FOR JOINT FUNDING OF A NEW GENERAL AVIATION AIRPORT**

This Intergovernmental Agreement, made and entered this \_\_\_\_ day of August, 2014, by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, “the City”), the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, “the County”) and the GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY, a public body corporate (hereafter, “the Authority”; collectively, the City, County and Authority may be referred to as the “parties”), provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute an agreement by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes<sup>1</sup>. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient,

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<sup>1</sup> The City and County acknowledge the Authority has no power to levy ad valorem taxes.

and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The City and County are owners of real property situated, lying, and being in the City of Griffin, Spalding County, Georgia, as more particularly shown and described on a drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, which by reference is incorporated herein and made a part hereof (hereafter referred to as "the existing G/S Airport Property"). Since acquiring ownership and control of the existing G/S Airport Property, the parties have operated a general aviation airport as a joint venture, under the management of the City of Griffin, as lead agency until transferring the operation and management of the airport to the Authority effective July 1, 2013. The parties previously transferred operation and title to operational assets to the Airport Authority and now desire to transfer title to real property to the Griffin-Spalding County Airport Authority (hereafter, "the Authority"), on or before September 1, 2014.

3.

The parties have mutually agreed that the Authority shall issue Revenue Bonds (hereafter, "Bonds") in an amount not to exceed \$7,000,000, plus the cost of issuance, for acquisition of property for a new Griffin-Spalding County Airport; bonds shall be issued

for a term not to exceed 15 years at a rate of interest not to exceed 5%. As security for the bonds, the parties also agree to enter into an Intergovernmental Agreement for the new Airport and for the provision of Aviation Services by the Authority to the City and the County in exchange for consideration in an annual amount at least equal to the annual debt service requirements of said Bonds. The term of such agreement shall be at least as long as the term of the bonds; provided, however, such term shall not exceed Fifty years. The City solely shall remit to the Authority amounts equaling 100% of the consideration due for the first three years of said agreement and the City and the County each shall remit an amount equal to 50% of the annual consideration in equal installments to the Authority for the remainder of the life of the agreement. The parties agree that the Authority shall exercise its best efforts to utilize, to the greatest extent possible, local qualified contractors and vendors including disadvantaged business entities, subject to the Federal public works contracting requirements, for construction of the new Airport. Such efforts shall include notifying the public of competitive bidding opportunities during the bid solicitation and evaluation process. In addition thereto, the County shall reimburse to the City one-half the payments made by the City during the first three years over the remainder of the term of the agreement.

4.

The parties further agree that the Authority shall enter into a Lease-Purchase Agreement with the County for the portion of the Airport Property commonly referred to as "Airport Road Park" labeled as "Leased to the City of Griffin and Spalding County" as shown on drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, and said portion of the Airport Property commonly referred to as "Sheriff's Hangar" and



labeled as "Parcel E" as shown on drawing entitled "Airport Property Inventory Map", dated July 2014, as prepared by The LPA Group Aviation Consultants, A Unit of Michael Baker Corporation, for an amount equal to an approved FAA Appraisal of Fair Market Value. Said Lease Purchase Agreement payments shall be in an amount equal to current "Amendment to Ground Lease dated October 7, 1999" for the "Sheriff's Hangar" plus an amount equal to current "Memorandum of Understanding and Use Agreement dated June 21, 2011" for Airport Road Park. At such time as the Lease Purchase Agreement is executed the "Amendment to Ground Lease dated October 7, 1999" and the "Memorandum of Understanding and Use Agreement dated June 21, 2011" shall become null and void. The Authority shall arrange for release of these properties from the Federal Aviation Administration's Grant Assurances.

5.


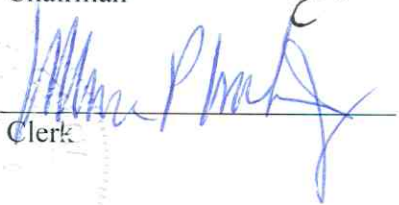
The term of this Agreement shall commence upon its execution by all parties and terminate on December 31, 2030, unless the parties mutually agree, in writing, to an earlier termination.

6.

This writing represents the mutual understanding of the parties hereto as to the subject matter contained herein and supercedes all prior negotiations, discussions and understandings as to the subject matter. All Parties agree to cooperate with each other to correct any errors or omissions contained herein and to work collectively to carry out the conditions of this IGA. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals,  
the day and year first above written.

COUNTY OF SPALDING, GEORGIA

By:   
Vice Chairman  
Attest:   
Clerk

SEAL

Approved as to form:

By:   
County Attorney

CITY OF GRIFFIN, GEORGIA

By: \_\_\_\_\_  
Chairperson  
Attest: \_\_\_\_\_  
Secretary

SEAL

Approved as to form:

By: \_\_\_\_\_  
City Attorney

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

SEAL