

STATE OF GEORGIA,
COUNTY OF SPALDING.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
COUNTY OF SPALDING, GEORGIA
AND
CITY OF GRIFFIN, GEORGIA**

THIS AGREEMENT, made and entered this ____ day of March, 2015, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter the “County”) and the CITY OF GRIFFIN, a Georgia municipal corporation situated within Spalding County, Georgia (hereafter the “City”), provides as follows:

1.

This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract 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. 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, 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 further 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 County is the owner and operator of an 800Mhz radio communications system (hereafter the “system”) having sufficient capability of serving all public service communications needs of both the County and City, including use in dispatching public safety communications through the County’s E911 Emergency Dispatch Network. The system infrastructure was financed and constructed through the proceeds of a countywide SPLOST. The purpose of this Agreement is to define and establish a basis for addressing administrative, operational costs, and future maintenance of the system.

3.

TERM: This Agreement shall commence on the day of its execution by all parties, retroactive to January 1, 2013, and continue through and to include October 31, 2017 (to coincide with new Spalding County Service Delivery Strategy), unless sooner terminated by written notice given to the opposing party, as set forth below. At any time following June 30, 2015, either party may give written notice to the opposing party of their intention to terminate this Agreement. Such notice shall be delivered to all parties and officers of the parties as set forth herein. Termination shall occur one (1) year after the date of receipt of such notice. The parties agree to negotiate the extension or renewal of this Agreement at the time of negotiating the Spalding County Service Delivery Strategy.

4.

COST ALLOCATION METHOD: The parties agree that annual cost of operating and maintaining the County radio system (derived from three distinct areas: infrastructure maintenance and warranty contract, tower site rents and utilities, and salary/benefits of the system administrator), shall be reimbursed by the City based upon a fee of \$16.00/per user device/per month. This is the same methodology currently being used in the County's Dispatch Services contract with Spalding Regional Medical Center.

5.

PAYMENT TERMS: The City shall make a payment to the County, in the amount of \$220,224.00.00 for the period January 1, 2013 through June 30, 2015, on or before June 30, 2015. The City shall thereafter make an annual payment for the period July 1, 2015 through June 30, 2016 to the County on or before June 30, 2016, based upon \$16.00/per user device assigned to the City/per month. Thereafter, for the period July 1, 2016 through June 30, 2017 the City shall make an annual payment to the County on or before June 30, 2017, based upon \$16.00/per user device assigned to the City/per month. For the period July 1, 2017 through October 31, 2017, unless this Agreement is renewed or extended to cover a longer term, the City shall make a final payment to the County on or before December 31, 2017 based upon \$16.00/per user device assigned to the City/per month. The parties agree to cooperate with each other in maintaining a monthly inventory of radio units assigned to the City during the term of this Agreement. Any payment not paid in full within thirty (30) days of its due date shall thereafter bear interest from the due date, at the rate of Three (3.0%) percent per annum (simple, not compounded) until paid in full, unless the delay is caused by the County's failure to remit to the City a timely invoice.

6.

The parties agree that the City shall only be responsible for its allocated share of costs, commencing with January 1, 2013. The County expressly waives any claim or right of action to enforce collection for costs incurred from the date the System became fully operational and through and to include December 31, 2012.

7.

On or before July 1, 2015, the County shall form a Radio Users' Group, consisting of two (2) persons appointed by the County, two (2) persons appointed by the City, and one (1) person appointed by any other user served by the system. Elected officers, appointed officers, or staff of the County and City may serve as members of this Group. The Users' Group shall convene and meet quarterly to review overall operations and policies of the system and as often as necessary to provide input and recommendations on policies, contracts, and general operations to the County Commission. The County Radio Administrator shall prepare a monthly operations report and disseminate it to the parties and each member of the Radio Users Group.

8.

NOTICES: Whenever written notice is required to be given by this Agreement, notice shall be effective, as of the date of delivery, if personally served, or statutory overnight delivery as follows:

COUNTY OF SPALDING, GEORGIA
c/o County Manager
Spalding County Annex
119 East Solomon Street
Griffin, GA 30223

CITY OF GRIFFIN, GEORGIA
c/o City Manager
One Griffin Center
100 S. Hill Street, Third Floor
Griffin, GA 30223

With copy to: County Attorney

With copy to: City Attorney

9.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supercedes all prior negotiations or discussions not expressly set forth herein. 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

CITY OF GRIFFIN, GEORGIA

By: _____
Chairman

By: _____
Chairperson

Attest: _____

Attest: _____

Clerk
(SEAL)

Secretary
(SEAL)

Approved as to form:

Approved as to form:

By: _____
County Attorney

By: _____
City Attorney