

INTERGOVERNMENTAL AGREEMENT

between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this ____ day of _____, 2016 between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the “City”) and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the “County”) (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the “Parties”) is for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as the “JAG Program”), codified in 42 U.S.C. § 3751(a), and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, this agreement is made under the authority of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the City, as applicant and fiscal agent, desires to submit a joint application for the aggregate eligible allocation to all disparate municipalities for the FY 2016 JAG Program. Spalding County will receive \$11,054.00 and the City of Griffin will receive \$19,419.00; and

WHEREAS, Spalding County desires to receive FY 2016 JAG Program funding in accordance with the terms and conditions of the grant application and award; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing Parties for the services under this agreement;

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Program funds;

NOW THEREFORE, the Parties agree to the following:

SECTION I

This Agreement shall be effective as of the date executed below and extend through June 30, 2020, or until grant funds are exhausted unless earlier terminated in accordance with Section VII of this agreement or modified as provided in Section XVI.

SECTION II

The County agrees to use JAG Program funds for purposes authorized under the grant, to provide data that measures the results of its work, and to provide consistent communication with the City.

SECTION III

The City agrees to provide consistent communication with the County, submit required reports, administer and distribute the JAG Program funds, and monitor the award.

SECTION IV

City agrees to pay County a total of \$11,054.00 of JAG Program funds.

SECTION V

County agrees to use \$11,054.00 for the 2016 Griffin Police Department/Spalding County Sheriff's Office Law Enforcement Program until September 2017.

SECTION VI

City agrees to use \$19,419.00 for the 2016 Griffin Police Department/Spalding County Sheriff's Office Law Enforcement Grant Program until September 2017.

SECTION VII

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the Parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties which accrued prior to such termination.

SECTION VIII

Nothing in the performance of this Agreement shall impose any liability for claims against Spalding County other than claims for which liability may be imposed pursuant to Georgia law.

SECTION IX

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Griffin other than claims for which liability may be imposed pursuant to Georgia law.

SECTION X

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION XI

Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

SECTION XII

This Agreement shall be construed according to the laws of the State of Georgia. Any action regarding this Agreement or work performed under this Agreement shall be filed in Spalding County or in the Northern District of Georgia, United States District Court.

SECTION XIII

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

SECTION XIV

Each party shall have access to the books, documents, and other records of the other that are related to this Agreement and the FY 2016 JAG Program for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents, and other records related to this Agreement and the FY 2016 JAG Program shall be maintained as long as stipulated in the Grant or by federal law, whichever is longer.

SECTION XV

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

SECTION XVI

This Agreement may be modified by mutual consent of the Parties. Any modification of provisions of this Agreement shall be reduced to writing and signed by the Parties.

SECTION XVII

This Agreement constitutes the entire Agreement between the Parties. This Agreement may be modified or amended only by the written Agreement of the Parties.

SECTION XVIII

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: _____
Chairperson

By: _____
Dick Morrow, Chairperson

Attest: _____
William Wilson, Secretary

Attest: _____
Kenny L. Smith, Secretary

Approved as to form:

Approved as to form:

By: _____
James Fortune,
County Attorney

By: _____
Andrew J. Whalen, III,
City Attorney