

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MAY 11, 2021

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, GEORGE ANDERSON, BOBBY BARBER JR., RUSTY DAVIS, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, AND COUNTY CLERK MICHELLE WEST.

ABSENT: COUNTY ATTORNEY BRUCE KIRBO

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Anderson made a motion to approve the agenda, as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There was none.

PUBLIC PARTICIPATION

Chairman Stephens recognized Ms. Johnnie Mae Livingston who stated she resides at 338 Bettstown Road and was present to complain about Bettstown Road. Ms. Livingston stated the ditches needed to be pulled to help with the water drainage problem when it rains. The Board directed County Administrator Thomas to review the complaint.

APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the minutes of the Commissioners' Meeting held April 27, 2021, as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Intergovernmental Agreement – PILOT Distribution. Chairman Stephens recognized County Administrator Thomas who stated this is the development for the 1700 acres of solar panels known as Cool Springs Solar Farm. This agreement is for the distribution of payments in lieu of taxes which the Board previously approved and County Administrator Thomas recommends approval to the Board. Commissioner Davis made the motion to approve the agreement, a copy of which is attached. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Lease Agreement – Georgia Pines. Chairman Stephens recognized County Administrator Thomas who stated this is the annual lease agreement for Georgia Pines and it's for the Decatur-Seminole Service Center located at 333 Airport Road and the Mental Health Facility located at 1005 Washington Street. County Administrator Thomas stated it was a standard agreement and recommends approval to the Board. Commissioner Barber made the

motion to approve the lease agreement, a copy of which is attached. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Intergovernmental Agreement with City of Bainbridge. Chairman Stephens recognized County Administrator Thomas who stated this is an updated agreement Decatur County has had with the City of Bainbridge for several years to provide code enforcement, planning and development for the county. County Administrator Thomas stated the City has determined a need to increase the number of staff members in the Code Enforcement office to four and Decatur County would be funding the salaries and benefits for two code enforcement officers instead of one. County Administrator Thomas recommends approval to the Board. Commissioner Brock made a motion to approve the agreement, a copy of which is attached. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Discuss SOWEGA Council on Aging Discontinuing Use of Senior Center. Chairman Stephens recognized County Administrator Thomas who stated Izzy Sadler, the Executive Director of SOWEGA Council on Aging notified the County more than one year ago that due to COVID-19 they were closing all senior centers indefinitely and will no longer operate physical facilities. The new plan is to operate as a "senior center without walls." County Administrator Thomas stated there is an intergovernmental agreement that commenced on February 1, 1997 between Decatur County and the City of Bainbridge that states "If any time during the term of this lease THE COUNTY ceases to use said facility as a SENIOR CITIZENS CENTER it is agreed by the Parties hereto that this Lease Agreement shall automatically terminate and THE CITY of Bainbridge shall re-enter and take possession of said premises."

The City of Bainbridge owns the land and Decatur County secured CDBG funding to construct the Senior Center facility years ago. County Administrator Thomas recommends approval to the Board to follow the guidelines of the intergovernmental agreement. Commissioner Davis made the motion to follow the guidelines of the agreement. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

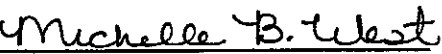
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West

**INTERGOVERNMENTAL AGREEMENT RELATING TO THE
DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES**

This **INTERGOVERNMENTAL AGREEMENT RELATING TO THE DISTRIBUTION OF PAYMENTS IN LIEU OF TAXES** (“**Agreement**”), dated for purposes of reference as of May 1, 2021, is by and between **DECATUR COUNTY** (“**County**”), a County and political subdivision of the State of Georgia (“**State**”), acting by and through its elected Board of Commissioners; **DECATUR COUNTY SCHOOL DISTRICT**, a public body corporate and politic created and existing under the laws of the State of Georgia, acting by and through its elected Board of Education (“**District**”); the **TAX COMMISSIONER OF DECATUR COUNTY**, an elected office created by local act and under the laws of the State for the collection, receipt and disbursement of taxes and monies (“**Tax Commissioner**”); and the **DECATUR COUNTY-BAINBRIDGE INDUSTRIAL DEVELOPMENT AUTHORITY**(“**Authority**”), a development authority and a public body corporate and politic duly created and existing under the laws of the State of Georgia, acting by and through its board of members as appointed. (When referred to collectively, the County, the District, the Assessors (as hereinafter defined), the Tax Commissioner, and the Authority are each a “**Party**” and sometimes referred to collectively as “**Parties**”). The **DECATUR COUNTY BOARD OF TAX ASSESSORS**, a component of the County created by general statute under the laws of the State comprised of board members appointed by the County (“**Assessors**”) is executing an Acknowledgment hereof attached to, this Agreement to acknowledge the provisions hereof which are applicable to it but is not considered to be a Party.

WITNESSETH:

WHEREAS, the Authority, a development authority in the County, an instrumentality of the State of Georgia, a public corporation, and a body corporate and politic, duly created by 1968 Ga. Laws 1780, as amended by 1981 Ga. Laws 3482 and as continued by 1985 Ga. Laws 3930 (as so amended and continued, and as further amended and continued from time to time, collectively, “**Act**”) was duly established for the public purpose of promoting and expanding for the public good and welfare industry and trade within the County and the City of Bainbridge, Georgia and reducing unemployment to the greatest extent possible; and

WHEREAS, in pursuit of its mission, the Authority has fostered, negotiated, and contracted with prospective companies, including, without limitation, Cool Springs Solar, LLC, a Delaware limited liability company (“**Company**”), to locate its solar photovoltaic electrical generating equipment and facilities (“**Project**”) on approximately 1,700 acres at the intersection of Faceville Hwy. and Hutchinson Ferry Road, Decatur County, Georgia (“**Real Property**”), and the Authority desires to enter into a Memorandum of Understanding (“**MOU**”) with the Company providing certain incentives to the Company and requiring investment in the County, as further described below, and agreeing to issue on the Company’s behalf, and solely upon the credit of such Company, the Authority’s Taxable Industrial Development Revenue Bonds to finance the acquisition and installation of the Project (such bond or bonds being referred to herein as the “**Bond**” or “**Bonds**”); and

WHEREAS, the MOU provides that the interest in the equipment, along with other personal property comprising the Project, would be acquired with proceeds of the Bond issued for the Company and then transferred to and titled in the name of the Authority when constructed and installed in the County upon certain tracts, as further set forth in the MOU; and

WHEREAS, under the Act under which the Authority was created and exists, the Authority pays no tax on its interest in the real or personal property to which it holds title, which includes the equipment and related investments of the Project contemplated under the MOU with the Company; and

WHEREAS, it is estimated by the Company that the Project will require expenditures currently estimated in an amount not to exceed \$250 million, and the Company has advised the Authority that the availability of a partial tax abatement of ad valorem property taxes for the Project as normally assessed in the County is a critical factor under consideration by the Company in determining the financial feasibility

of the Project and the location of the Project in the County; and

WHEREAS, after careful study and investigation by the Authority, the Authority has determined that granting a partial tax abatement of ad valorem property taxes for the Project as normally assessed in the County is in the best interest of the inhabitants of the County, and the Authority does hereby declare that the carrying out of the Project is a lawful and valid public purpose under the Act in that the Project will encourage and promote the expansion and economic development in the County, is in furtherance of the public purpose intended to be served by the Act and for which the Authority was created, and will increase or maintain employment in the County; and

WHEREAS, under the MOU, after issuance of the Bond for the Company and transfer of the Project to the Authority, the Authority contemplates leasing the Project to the Company (or affiliate) under a lease ("**Bond Lease**"), with the Bond Lease being structured so that the Company's leasehold interest as to personal property be a nontaxable bailment for hire, and not a taxable estate for years, such that while the Bond Lease is in effect, the Company will not be responsible for paying actual taxes on its leasehold interests or tangible personal property in the Project that is titled in the name of the Authority; and

WHEREAS, under the MOU, Bond Lease, and documents required for the issuance of the Bond (collectively, "**Bond Documents**"), to prevent the County and District (as the taxing authorities for the tracts upon which the Project will be constructed and installed) from being deprived of revenues relating to the Project during the period title thereto is in the Authority, the Company has agreed that in consideration of the Bond, Bond Lease structure and other benefits, it shall make payments in lieu of taxes as directed by the Authority under the MOU (such payments hereinafter referred to as "**PILOT Payments**"); and

WHEREAS, under the PILOT Restriction Act codified at O.C.G.A. § 36-80-16.1(c), an authority is permitted to issue revenue bonds for capital project for private companies and arrange for payments in lieu of taxes to be made by said private parties so long as "each of the local governments that have property tax levying authority in the area in which such capital project is located consents by ordinance or resolution to the use of payments in lieu of taxes for such purposes," including payments in lieu of taxes for educational purposes with consent of the applicable school district; and

WHEREAS, the PILOT Restriction Act further provides under O.C.G.A. § 36-80-16.1(c)(1)(B) that revenue bonds relating to such payments in lieu of taxes may provide for "one or more public bodies whose consent would otherwise be required, instead to receive, in such capacity, separate payments in lieu of taxes at least equal to the property taxes that such public body or bodies would have received if the capital project were subject to ad valorem taxation *or in such other amount or amounts as may be agreed to by such public body or bodies*" (emphasis supplied); and

WHEREAS, the PILOT Restriction Act also further provides under O.C.G.A. § 36-80-16.1(c)(1)(e) that any "local government or local government authority which directly or indirectly receives payments in lieu of taxes shall be authorized to use the same for any governmental or public purpose of such local government or local government authority," which would include the County, the District, and the Authority; and

WHEREAS, under a resolution adopted on May 10, 2021, the District has so consented to coverage of inclusion of its portion of the PILOT Payments which may be derived from the Company's Project, under the conditions, percentages and proportions as more fully set forth in this Agreement;

WHEREAS, under resolution adopted on May 11], 2021, the County has also so consented to coverage of inclusion of its portion of the PILOT Payments which may be derived from the Company's Project, under the conditions, percentages and proportions as more fully set forth in this Agreement; and

WHEREAS, under the bond resolution adopted on April 27, 2021, the Authority has agreed to so direct the PILOT Payments contracted for under the MOU with the Company for its Project, to the Tax

Commissioner to be disbursed to the County, the District and the Authority under the percentages and proportions set forth herein, and further agrees to accept the portion of the PILOT Payments allocated to it as more fully set forth and under the conditions of this Agreement; and

WHEREAS, the Tax Commissioner is authorized and responsible for receiving, collecting and disbursing taxes and revenues in the County, and is best suited, insured, bonded and capable of receiving and disbursing the PILOT Payments contracted by the Authority under the MOU, Bond, and Bond Documents to the County, the District and the Authority, and the Authority has and does such direct all PILOT Payments relating to the Project owing under the MOU to the Tax Commissioner to be disbursed in accordance with the agreement and consent of the Parties in the percentages and proportions set forth in this Agreement, and the Tax Commissioner does dutifully agree to accept and disburse all such PILOT Payments from the Project as set forth herein; and

WHEREAS, the District finds that the allocation of the PILOT Payments hereunder to other Parties which would otherwise be apportioned to it under its proportionate share of the PILOT Payments under its respective millage if the Project was otherwise subject to *ad valorem* taxation, is consistent with the use of educational payments in lieu of taxes under the PILOT Restriction Act and O.C.G.A. § 20-2-411, based upon the uses to which the County and the Authority are required to utilize said allocation of the PILOT Payments as set forth in this Agreement; and

WHEREAS, the County, the District, the Authority and the Tax Commissioner are authorized, pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983, to enter into intergovernmental contracts with each other for any period not exceeding fifty years for joint services, or for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

NOW, THEREFORE, in consideration of the premises and the undertakings as hereinafter set forth, it is agreed between the County and the Authority, each acting by and through its authorized officers pursuant to resolutions duly adopted and properly passed, as follows:

1. **Agreement Term.** This Agreement shall become effective as of May 1, 2021, and shall continue in effect from such effective date until the last PILOT Payment to be paid, collected, and disbursed hereunder is so disbursed, or through and including December 31, 2037, whichever is later (“Term”).

2. **Project MOU.** The MOU under which the Authority has contracted for the PILOT Payments subject to this Agreement is listed and summarized below. Reference is made to the terms and provisions of the MOU, and by such reference, are incorporated herein:

NextEra MOU. That certain Memorandum of Understanding between the Authority and the Company, dated April 27, 2021 (“NextEra MOU”), anticipating (i) investment in the County for its Project in an amount not to exceed \$250,000,000, (ii) the Company will receive an *ad valorem* tax abatement against the assessed fair market value of such Project (as assessed by the tax officials of the County) of 60% of such fair market value during the first sixteen (16) years of the Project, which payments shall be leveled annually, and 0% thereafter, and (iii) “Year 1” will be the first calendar year after commencement of commercial operations of the Project. There will be no property taxes or payments in lieu of taxes for tax years after the closing of the issuance of the Bonds, but prior to Year 1; i.e., during the Project’s construction period. Notwithstanding the foregoing or anything herein to the contrary, the Company acknowledges and agrees that the abatement referenced in this section shall only apply if the Project achieves at least 200MW DC capacity (“Required Capacity”). In the event commercial operations of the Project commence at a time when the Project has not yet achieved at least the Required Capacity, Year 1 shall be delayed to the first calendar year after the Required Capacity is achieved. The construction period shall be considered to have ended after the commencement of commercial operations, regardless of DC capacity of the Project. The Bond contemplated under the NextEra MOU and its PILOT Payments are

anticipated to close on or before June 30, 2021, with the first year of operation of the Project beginning no later than 2022.

3. Collection and Disbursement of PILOT Payments. Each of the Parties understand and agree that, to the extent the Project contemplated in the MOU is constructed and Bonds are issued and proceeds therefrom used to acquire and install said Project, the Assessors will value, and the Tax Commissioner will bill the PILOT Payments as set forth in the MOU, Bond or Bonds, and Bond Documents. Notwithstanding the possible interpretation of any language in the MOU to the contrary, the Parties each agree that the Tax Commissioner will collect, maintain, and disburse the PILOT Payments in accordance with the terms of this Agreement, as confirmed by the Bond and Bond Documents. The provisions of this Agreement shall be deemed to supersede any such language in the MOU by the Parties.

(a) **PILOT Fund.** For each annual PILOT Payment for the Project, Bond, and Bond Documents and during the Term of this Agreement, the Tax Commissioner agrees and shall dutifully bill and collect such PILOT Payments, and without further charge to the Parties except as set forth herein, maintain the same in a separate fund and/or account designated as the “**PILOT Fund.**”

(b) **Disbursements from PILOT Fund.** No later than the end of each calendar year during the Term of this Agreement, the Tax Commissioner shall disburse to the Parties all PILOT Payments and funds received and collected in the PILOT Fund to date to the County, the Authority, and the District, into such account or accounts as each such respective Party may on its own designate, according to the following proportion of the amounts collected and held in the PILOT Fund:

(i) To the County: 48.91% of each PILOT Payment collected and received in the PILOT Fund.

(ii) To the District: 47.23% of each PILOT Payment collected and received in the PILOT Fund.

(iii) For Economic Development: 3.86% of each PILOT Payment collected and received in the PILOT Fund, of which (a) 80% shall be distributed to the County (“County Economic Development Portion”), and (b) 20% to the Authority.

(c) **Expenses.** The Tax Commissioner may submit to the County for reimbursement of any actual and reasonable expenses incurred in collecting, maintaining, and disbursing PILOT Payments from the PILOT Fund, and the County will promptly review and pay over the same to the Tax Commissioner along with such usual and normal funding of the Tax Commissioner’s office.

(d) **Accounts for Disbursements from PILOT Fund.** The County, the District, and the Authority shall each designate such respective accounts as they may from time to time determine are appropriate to receive disbursements from the Tax Commissioner and the PILOT Fund. The Parties agree that the monies received from the Tax Commissioner and the PILOT Fund shall be maintained in such a manner such that the use of said monies can be separately accounted for from year to year under the annual auditing and reporting conducted by each Party. Each Party will make the accounting of receipt and use of PILOT Payments received by it from the Tax Commissioner from the PILOT Fund available for review by any other Party or the public, as with other funds maintained by each Party.

4. Use of PILOT Payments. Each of the Parties to this Agreement entitled to receive a portion of the PILOT Payments from the PILOT Fund under the terms and proportion of this Agreement do hereby agree and covenant that said funds shall only be utilized under this Agreement and limited as follows:

(a) **The County.** As to the portion of the PILOT Payments the County will receive for the Project under this Agreement and the MOU, Bond, and Bond Documents upon collection and disbursement by the Tax Commissioner from the PILOT Fund, the Parties agree the County is unrestricted in its use thereof, and may utilize said portion for all such purposes as allowed under O.C.G.A. § 48-5-220 or any other law governing the use of monies received by the County, less and except the County Economic Development Portion, which the County shall use solely and exclusively for the payment of principal of and interest on the City of Bainbridge Public Facilities Authority Tax-Exempt Revenue Bonds (Decatur County Projects) Series 2018, issued in the original principal amount of \$20,470,000.

(b) **The District.** As to the portion of the PILOT Payments the District will receive for the Project under this Agreement and the MOU, Bond, and Bond Documents upon collection and disbursement by the Tax Commissioner from the PILOT Fund, the Parties agree the District is unrestricted in its use thereof, and may utilize said portion for all such purposes as allowed under O.C.G.A. § 20-2-411 or any other law governing the use of monies received by the District.

(a) **The Authority.** As to the portion of the PILOT Payments the Authority will receive for the Project under this Agreement and the MOU, Bond, and Bond Documents upon collection and disbursement by the Tax Commissioner from the PILOT Fund, the Authority covenants and agrees that the Authority shall use the funds provided to it pursuant to this Agreement for the following purposes: (i) to seek to cause business and industry to locate in the County and to seek to cause businesses and industries that are already located in the County, which propose to expand, to expand in the County, rather than in some other location, for the purpose of increasing trade, commerce, industry and employment opportunities in the County, (ii) to market, develop, and/or otherwise utilize the Property in further growth, industry and commerce in Decatur County, Georgia, (iii) to continue to develop, expand and possibly create new industrial parks, and to finance and carry out such projects, and (iv) and otherwise, and without being limited by the foregoing, to carry out its purposes as set forth in the Act to develop, promote and expand, for the public good and general welfare, industry, agriculture, commerce, natural resources and vocational training and make long-range plans for the coordination of such development, promotion and expansion within the County. In consideration of the agreement of the County and the District to receipt of its portion of the PILOT Payments from the PILOT Fund as disbursed by the Tax Commissioner to the Authority stated above under the MOU, Bond, and Bond Documents, the Authority agrees to carry out such purposes consistent with the guidance of the PILOT Restriction Act, O.C.G.A. § 20-2411, and the Act. The District finds that the Authority's use of its portion of the PILOT Payments from the PILOT Fund as contemplated hereunder is an educational use of said funds which directly benefits the District by increasing the tax base of the District and maximizing cooperative efforts with the County and the Authority for the benefit of all citizens of the County.

(c) **Use of Funds.** Nothing in this Agreement shall require the County, the District, or the Authority to obtain the approval or consent of any other Party for specific uses of the PILOT Payments received from the PILOT Fund.

5. **Financing Pledge.** The Parties acknowledge that the PILOT Payments to be received under this Agreement per the MOU, Bonds and Bond Documents by the Tax Commissioner and disbursed from the PILOT Fund under this Agreement may be respectively assigned and pledged, in whole or in part, by the County, the District, or the Authority from time to time to secure future indebtedness of the respective Party or to facilitate the obtaining of credit enhancement for such indebtedness, provided that the proceeds of such indebtedness for any purpose are allowed under the laws of the State and not inconsistent with the provisions of this Agreement.

6. **When Normal Taxation Applies.** If the Project is judicially determined to be lawfully subject to *ad valorem* taxation for any tax year, or if the Company agrees that said Project is subject to such taxes in such tax year, then it shall pay, or cause to be paid, such lawful taxes in accordance with its

covenants in the Bond Lease, but it shall not be obligated to pay payments in lieu of taxes, with respect to that Project. In such case, the taxes paid to and received by the Tax Commissioner shall be treated and disbursed as normal taxes and not under the provisions of this Agreement.

All assets of the Company not acquired with Bond proceeds and not titled in the name of the Authority or deemed titled in the name of the Authority pursuant to the Bond Lease shall be subject to normal *ad valorem* taxation, and so assessed by the Assessors, collected by the Tax Commissioner, and disbursed to the County and the District as with all other taxable property in the County.

7. Validation. The parties hereto understand and agree that this Agreement is to be one of the documents to be presented to the Superior Court of Decatur County for its review and consideration in proceedings to validate one or more of the Bonds and Bond Documents.

8. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the law of the State of Georgia and shall be subject to enforcement in the appropriate court in Decatur County, Georgia.

9. Severability. In the event any clause, sentence, paragraph, or provision of this Agreement shall be determined to be voidable, void, or unenforceable, the voidableness, voidness, or unenforceability of such clause, sentence, paragraph shall not affect the validity or enforceability of any other clause, sentence, paragraph, or provision hereof.

10. Limitation Not Implied. Nothing herein shall be deemed to limit the powers of the County granted in the Act or in O.C.G.A. § 48-5-220(2) to provide, appropriate, or contribute funds for economic development purposes to the Authority as they may deem appropriate.

11. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify, or amplify the terms of this Agreement.

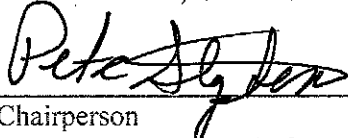
12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

13. Amendments. This Agreement may not be amended except in writing signed by the parties hereto, and if any payments hereunder have been pledged by any Party as permitted by Section 5, above, this Agreement may not be amended without the prior written consent of the pledgee or pledgees.

[FOUR SIGNATURE PAGES AND ONE ACKNOWLEDGEMENT FOLLOW]
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IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seal as of the day and year first above written.

The "County"
DECATUR COUNTY, GEORGIA

By: 
Chairperson
Decatur County Board of Commissioners

ATTEST:

Michelle B. West

Name Printed: Michelle B. West

Title: County Clerk

[SEAL]

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The "Tax Commissioner"
TAX COMMISSIONER OF DECATUR COUNTY



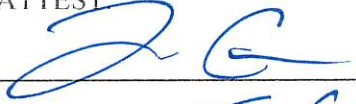
Tax Commissioner

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The "District"
DECATUR COUNTY SCHOOL DISTRICT

By: 
Chairperson
Board of Education

ATTEST:



Name Printed: Tim Cochran

Title: Superintendent

[SEAL]

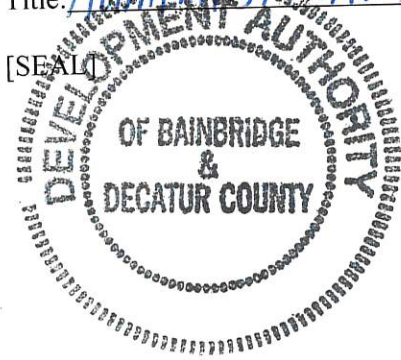
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The "Authority"
DECATUR COUNTY-BAINBRIDGE INDUSTRIAL
DEVELOPMENT AUTHORITY

By: K. Kyle
Chairperson
Board of Members

ATTEST: [Signature]

Name Printed: Dyan Howell
Title: Administrative Assistant



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ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it, and to faithfully discharge its duties relating to the valuation of the Projects according to the MOU and as required by law.

DECATUR COUNTY BOARD OF TAX ASSESSORS

By: Amy Rathel
Chief Appraiser

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Mental Health, Developmental Disabilities and Addictive Diseases Services

1102 Smith Avenue
Thomasville, GA 31792

Phone (229) 225-4335
Fax (229) 225-4374

MEMORANDUM

TO: Decatur County Commissioners
P. O. Box 735
Bainbridge, Georgia 39817

FROM: Jill Baggett, Administrative Assistant

DATE: April 16, 2021

RE: FY 2022 Lease Agreement

Enclosed please find two originals of the FY 2022 Lease Agreement for July 1, 2021 through June 30, 2022 (FY22) along with a HIPPA agreement.

Please review; obtain signatures on page 3 on both copies of the lease agreement and provide emergency contact information on page 10. Please sign the enclosed HIPPA agreement and return one copy of the contract along with the HIPPA agreement to me in the enclosed self-addressed stamped envelope. The other original is for your file.

I can be reached at (229) 225-4373 should you have any questions.

Thank you.

COUNTY OF: DECATUR

THIS AGREEMENT made and entered into this 1st day of *July, Two Thousand Twenty-One*

By and between Decatur County Board of Commissioners whose address is, P. O. Box 726

Bainbridge, Georgia 39818, party of the first part, hereinafter called Landlord, and the

Georgia Pines Community Service Board whose address is 1102-H Smith Avenue, Thomasville

Georgia 31792 a party of the second part hereinafter called Tenant.

WITNESSETH:

ARTICLE I

USE OF PREMISES

The Landlord, in consideration of the services provided in Decatur County by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and services provided, upon the terms and conditions herein stated, unto the Tenant those certain premises situated in *Decatur County, Georgia*, and more particularly described as follows, to wit:

*Decatur Seminole Service Center facility located at 333 Airport Road, Bainbridge, Georgia
Decatur County Mental Health facility located at 1005 Washington Street, Bainbridge, Georgia*

together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and there from at all times. The Tenant does hereby this day take for use in order to provide services in Decatur County, provision from the Landlord, upon the terms and conditions herein stated, for the use of functions and facilities, those certain premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and there from at all times.

ARTICLE II

TERM

Both parties agree that this Agreement will terminate, and the premises will revert to the Landlord, in the event the premises are abandoned by the Georgia Pines Community Service Board. This agreement will be automatically renewed at the end of each term (June 30th of each year).

ARTICLE III

SERVICE PROVISION

The Tenant agrees to provide multiple services, as defined by State guidelines, to citizens of Decatur County suffering from the effects of Mental Health, Developmental Disabilities, and Addictive Diseases at the above-stated address, or at such address or addresses.

ARTICLE IV

INDEMNIFICATION

The Tenant will indemnify, hold harmless, and defend Decatur County Board of Commissioners, its members, managers, officers, and agents from and against any and all liabilities, losses, damages, claims, causes of actions and expenses (including reasonable attorney's fees and expenses), to the extent not covered by insurance, caused, directly or indirectly, by or as a result of : (i) any negligent or intentional acts or omissions of Tenant or its employees or agents, including, without limitation, any such acts or omissions that occurred prior to this agreement or (ii) any breach of this agreement by the tenant.

It is also agreed that:

The Landlord will indemnify, hold harmless, and defend Georgia Pines Community Service Board, its members, managers, officers, and agents from and against any and all liabilities, losses, damages, claims, causes of actions and expenses (including reasonable attorney's fees and expenses), to the extent not covered by insurance, caused, directly or indirectly, by or as a result of : (i) any negligent or intentional acts or omissions of the Landlord or its employees or agents, including, without limitation, any such acts or omissions that occurred prior to this agreement or (ii) any breach of this agreement by the Landlord.

ARTICLE IV

OPTION TO RENEW OR EXTEND TERM

The Landlord, in consideration of the premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this agreement does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending this agreement at the expiration of the aforementioned term on a year to year basis for *One* (1) consecutive year. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth and herein stipulated; provided, however, that notice of Tenant's desire to exercise such option shall be given to the Landlord at least sixty (60) days prior to the expiration date of the original term of this agreement or of any renewal or extension term thereof. It is further provided that this option may be exercised by the Tenant only in the event all service provisions have been within the defined parameters of State Requirement, that all covenants, agreements, provisions, stipulations, terms and conditions of this agreement on the part of the Tenant to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

ARTICLE V

STIPULATIONS

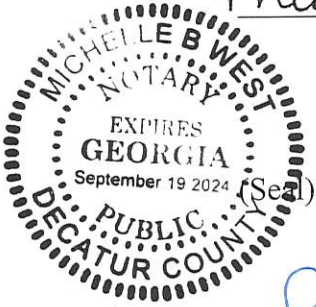
The following stipulations, provisions, covenants, agreements, terms and conditions, marked Exhibit "A" and attached to this property agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit "A", are hereby incorporated herein and made a part of Article V of this property agreement by reference.

During the term of this agreement, either party can terminate this lease agreement without cause upon giving the other party a sixty (60) day written advance notice.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed, signed, and delivered this agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

SIGNED, SEALED, AND DELIVERED Decatur County Board of Commissioners
As to Landlord, in the presence of:

Michelle B. West
Notary Public



Attest: [Signature] (L.S.)
Landlord

Jill Baggett 4/19/21
Notary Public

Georgia Pines Community Service Board
(Name of Tenant)

BY: [Signature] (L.S.)
Robert J. Hurn, Executive Director

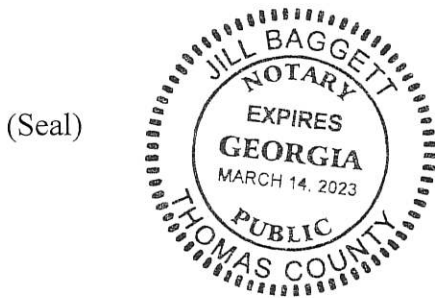


EXHIBIT "A"
STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS
TERMS AND CONDITIONS OF PROPERTY AGREEMENT:

1. Purpose of Paragraph Identification References

The brief, captioned, paragraph-identification references which appear in the left hand margin of this Exhibit A are for the purpose of convenience only and shall be completely disregarded in construing this property agreement.

2. Definitions

- A. The word "Landlord" as used in this property agreement shall be construed to mean landlords in all cases where there be more than one Landlord, and the necessary changes required to make the provisions hereof apply either to male or female, corporation, partnership, government entity or individuals, shall in all cases be assumed as though in each case fully expressed.
- B. The word "Premises" as used in this property agreement shall include not only the particularly above described property but also the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
- C. Any and all references to the "Term" of the agreement contained within this property agreement shall include not only the original term but also any renewal or extension of the original term.

3. Time is of Essence

All time limits stated in this property agreement are of the essence of this agreement.

4. Service of Notice

All notices, statements, demands, requests, consents, approvals, authorizations, hereunder given by either party to the other shall be in writing and addressed as follows: To Tenant, at the address shown for the premises rented herein, and to Landlord, the same shall be sent to the address stated above or at such other addresses Landlord may from time to time designate by notice to Tenant.

5. Covenant of Title, Quiet Enjoyment

Landlord covenants that he is seized of the said demised premises in fee simple absolute. Landlord agrees that the Tenant, providing services and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises, with and all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this agreement may be immediately cancelled and terminated at the option of the Tenant by giving the Landlord notice thereof.

6. Notice of Appointment of Agent

Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the demised premises until notice of the appointment and the extent of the authority of such agent shall be given to the Tenant by the party appointing such agent.

7. Change in Ownership of Premises

No change or division in the ownership of the rented premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated within instrument, evidencing such change or division in ownership.

8. Binding Effect on Heirs, Assigns, Ect.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this property agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the premises aforesaid during the term of this property agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

9. Landlord's Failure to Deliver Premises at Commencement of Term

Should the Landlord, for any reason whatever, be unable to deliver possession of the said property premises to the Tenant at the commencement of said term as hereinbefore specified, this agreement may be immediately cancelled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Shall the Tenant elect not to exercise the afore stated option then it is agreed by the parties hereto that there shall be a total abatement of service provision during the period between the commencement of said term and the time the Landlord delivers possession of the premises to the Tenant.

10. Destruction of or Damage to Premises

In the event the said demised premises, either prior to the commencement date of this property agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and if said premises shall not thereafter be repaired by the Landlord at his expense with reasonable promptness and dispatch, this property agreement may be immediately cancelled and terminated at the option of the Tenant by giving the Landlord notice thereof, and service provision shall be provided only to the date of such damage. Shall said premises, either prior to the commencement date of this property agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises at the Landlord's expense and with reasonable dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the premises there shall be a fair abatement service provision during the time such repairs or rebuilding are being made. Such proportionate reduction of service is to be based upon the extent to which the making of such repairs or rebuilding is being made. Such proportionate reduction of services to be based upon

the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in said premises. Full property shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant.

11. Insurance

Landlord shall and will, at his own cost and expense during the term of this property agreement, keep the premises insured against loss or damage by fire and other casualties, for not less than the amount the premises were last assessed for the purpose of taxation. Said insurance shall be placed with solvent, incorporated insurance companies licensed to do business in the State of Georgia.

12 Us of Premises and Insurance Requirements

Tenant shall not use said premises for any purpose other than *said Service Center* functions and facilities for which the said premises are hereby secured and no use shall be made of said premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the said premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about said premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

13. Cancellation of Property Agreement by Landlord

Shall the Tenant at any time be in default in the provision of services, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this property agreement, and fail to remedy such default within forty-five (45) days after receipt of notice thereof from the Landlord; it shall be lawful for the Landlord to enter and repossess said premises, expel and remove the Tenant and its effects there from.

14. Holding Over

Any holding over, or continued use and/or occupancy by the Tenant, of the premises after the expiration of this property agreement shall operate and be construed as a tenancy at will with the same service provision criteria set out above and under the same terms and conditions in force at the expiration of the agreement.

15. Condemnation

In the event, during the term of this property agreement, the whole or any part of the premises shall be appropriated or taken by any State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such, power under the threat of its exercise, or if by reason of law ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purposes herein above referred to shall be prohibited; the Tenant shall have the right to terminate this property agreement upon notice to the Landlord and the services provided only to the time when the Tenant surrenders possession of the premises. When only a portion of the demised premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this property agreement at the time a portion of the demised premises must be surrendered or whether it will remain in the demised premises with remaining monthly service provision reduced To exercise this election, the Tenant must notify the Landlord within forty-five (45) days after it is ultimately determined

what portion of the premises will be taken under such proceeding. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise or destruction of or interference with the operations of the Tenant in the demised premises.

16. Rubbish Removed

Tenant shall keep the premises clean, both inside and outside, at his own expense, and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said premises.

17. Repairs by Landlord

During the term of this property agreement, Landlord shall, at his sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing demised premises together with any improvements or additions the Landlord might install in or place upon the demised premises in the course of the term of this property agreement. Landlord agrees that any services, replacement, or repairs by the Tenant, to the existing premises or to any improvements or additions made by the Landlord, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements in or on the demised premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. *Landlord will, at Tenant's expense, repair any damages caused by the Tenant and/or Client of the Tenant. Any repairs to be paid by Tenant over \$500 dollars must be prior approved by the Georgia Pines CSB Executive Director.* Listed below is a 6 tiered priority ranking scheme for conditions associated with repairs to individual structures:

- ***P6. Emergency.*** Safety of life or property threatened; immediate mission impact; loss of utilities. Begin immediately; divert resources as necessary; overtime may be authorized.-immediate response time (within 30 minutes).
- ***P5. Urgent.*** Maintenance or repair work required for continued facility operation; should be completed to ensure continuous operation of the facility and to restore healthful environment. Not a life-threatening emergency. Respond upon completion of current work but within a specified period of time (specified by local Center, such as same day or within 4 hours).
- ***P4. High Priority.*** Work that is to support the mission on a priority basis or to meet project deadlines. Complete in order of receipt with mission work taking priority. Response time: 48 Hours.
- ***P3. Medium Priority (Routine).*** The facilities maintenance work can be scheduled routinely within the capability of the facilities maintenance organization. Facilities work is subject to availability of resources, and may be consolidated by facility or zone or as directed to obtain efficiency of operation. Response time: One week.
- ***P2. Low Priority (Discretionary).*** Work that is desired but not essential to protect, preserve, or restore facilities and equipment; typically, new work that is not tied to a specific mission milestone. Response time: Two weeks.
- ***P1. No Priority (Deferral).*** Work that may be safely, operationally, and economically postponed. The work should be done, but cannot be scheduled because of higher priority work, funds shortage, work site access, or conditions outside the control of the maintenance organization. The work may be reclassified if conditions permit.

18. Entry for Inspection and Repairs, Alterations, or Additions

Tenant shall permit Landlord, his agents or employees, to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or

additions to any portion of Alterations of the premises.

19. Janitorial Services

Tenant shall be responsible for janitorial services for general cleaning of the premises. Tenant shall use care to select honest and efficient employees.

20. Utilities

Tenant shall furnish all water, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used while occupying the said premises. In the event of interruption in the water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same within reasonable parameters of Landlord's responsibilities.

21. Notice to Landlord of Damage or Defects

Tenant shall give to the Landlord prompt written notice of any accident to or any defects in the said premises and such damage or defects shall be remedied with due diligence by the Landlord at his own expense.

22. Termites, Rodents, and Pests

Landlord shall, at his own expense, keep the demised premises free from infestation by rodents and other pests (excluding termites) and shall repair all damage caused to the demised premises by the same during the term of this property agreement.

23. Removal of Improvements, Erections, and Additions by Tenant

With the express consent of the Landlord first having been had and obtained the Tenant may make, at its own expense, such improvements, erections and alterations as are necessary to adapt the premises for the conduct of the Tenant's business. All improvements, erections and additions installed in or placed upon the demised premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this agreement. If the Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal.

24. Removal of Fixtures by Tenant

At any time before the expiration or termination of this agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised premises.

25. Waiver of Right

The waiver by Landlord, or by the Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

26. Entry for Carding, Etc.

In the event the Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlord may, within sixty (60) days next preceding the expiration of the term of this agreement, card premises advertising the said premises "For Sale" or "For Rent." Landlord may enter the premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

27. Abandon Premises

During the term of this agreement, either party can terminate this lease agreement upon giving the other party a 60 day written advance notice.

28. Waste and Nuisance

Tenant shall not commit, or suffer to be committed any waste upon the said premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised premises may be located.

29. Assignment and Subletting

Tenant shall not assign this property agreement or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises, or any portion thereof, without the consent of Landlord first having been obtained. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, on forty-five (45) days notice to Tenant, terminate this property agreement. Consent to one assignment and/or subletting shall not destroy this provision, and all later assignments and/or subletting shall not destroy this provision, and all later assignments and/or sub-lettings shall likewise be made only on prior consent of Landlord.

30. Effect on Assignment and Subletting when Tenant Surrenders Property

The voluntary or other surrender of this property agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or sub tenancies, or may, at the option of Landlord, operate as an assignment to him of any or all such sublets or sub tenancies.

31. Surrender of Premises

Tenant shall at the termination of this agreement surrender up said rented premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Landlord excepted.

32. Invalidity of Provision

Shall any provision or portion of such provision of said property agreement be held invalid, the remainder of this said property agreement or the remainder of such provision shall not be affected thereby.

33. Availability of Funds

This property agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this property agreement implements, to be the finally determined by Tenant.

34. Further Special Stipulations

Insofar as the following special stipulations conflict with any of the foregoing stipulations, provisions, terms, conditions, covenants and agreements, the following shall control:

- Modifications as required by State and/or Local Fire and Sanitation regulations will be made by the Landlord.
- Tenant will provide employee liability and contents insurance.

35. Entire Agreement

This property agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this property agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this property agreement.

36. HIPPA

In order to comply with federally mandated privacy policies outlined in the Health Insurance Portability and Accountability Act (HIPAA), the Landlord agrees to abide by the terms outlined in the Business Associate agreement attached to this contract, and will return a signed copy of said agreement to the Tenant.

37. Emergency Contact

In order to insure a safe environment is maintained and/or in case of an emergency at the facility/home referenced in this Lease Agreement a Contact person and current phone number is:

Name of Primary Contact Person	<u><i>[Signature]</i></u>
Contact Number (phone)	<u>229-248-3030</u>
Name of Secondary Contact Person	<u>Alan Thomas</u>
Contact Number (phone)	<u>229-248-3030</u>

Should this information change at any time during the life of this lease, you agree to notify Georgia Pines CSB.

Business Associate Agreement with Non-Health Care Agencies

Decatur County Board of Commissioners; whose mailing address is Post Office Box 726, Bainbridge, Georgia 31717(hereinafter BUSINESS ASSOCIATE) and Georgia Pines Community MH/DD/AD Services, 1102-H Smith Avenue, Thomasville, Georgia 31792 (hereinafter CUSTOMER) agree to the following items:

- Business Associate performs services for Customer that may cause the Business Associate to enter the Customer’s location. There may be circumstances in which the Business Associate inadvertently sees or hears health information about a consumer of the Customer’s. In addition, certain Business Associates may be given information about consumers such as a name of a consumer(s), etc. which also are protected health information.
- The Health Insurance Portability and Accountability Act (HIPAA) protects the confidentiality and privacy of health information for all individuals.
- Therefore, the Business Associate agrees to keep any health information it may learn about any consumer of the Customer confidential and not to disclose information to any source. The Business Associate further agrees to report immediately to the site supervisor any circumstances which allowed for health information to be learned so that corrective action can be taken by the Customer.
- Business Associate understands that disclosure of the protected health information (PHI) of another individual is a federal offense. Business Associate agrees to hold harmless Customer, its Board of Directors, officers, agents, employees, and personnel against any and all claims or liability that may result from the Business Associate’s breach of its duties of confidentiality as outlined in this Agreement. This indemnification includes reasonable expenses, including attorney’s fees defending claims, incurred by Customer in prosecution for the breach of this Agreement.
- Business Associate will ensure that any and all of its personnel are informed of the requirements of this Agreement, and understands that the Business Associate and any of its personnel involved may be jointly held liable for breaches of confidentiality.

IT IS SO AGREED:

By: Business Associate

By: Customer

Name of Business: Decatur County Board of Commissioners

Georgia Pines Community Service Board

Date: 5-11-2021

Date: 4/19/21

By (Signature): 

By (Signature): 

Printed Name: Pete Stephens

Printed Name: Robert J. Hurn

Title: Commission Chairman

Title: Executive Director

**INTERGOVERNMENTAL CONTRACT FOR PLANNING SERVICES
BY AND BETWEEN
THE CITY OF BAINBRIDGE, GEORGIA
AND
DECATUR COUNTY COMMISSION, GEORGIA**

THIS INTERGOVERNMENTAL CONTRACT FOR ONGOING SERVICES WITH THE BAINBRIDGE-DECATUR COUNTY MARSHALS OFFICE is entered into as of the **1st day of June, 2021**, by and between the CITY OF BAINBRIDGE, GEORGIA, a municipal corporation of the State of Georgia (the "City"), and the DECATUR COUNTY COMMISSION, GEORGIA, a political subdivision of the State of Georgia (the "County").

WITNESSETH:

WHEREAS the County desires to continue the ongoing services with the City relating to the Bainbridge-Decatur County Marshal's office for planning, building inspection and code enforcement services; and

WHEREAS the City has the professional experience and expert skill, and is qualified to perform the required services; and

WHEREAS the County desires to engage the City upon the terms and conditions hereinafter set forth, and the City is willing to accept the engagement upon such terms and conditions.

NOW, THEREFORE, in consideration of the mutual premises set forth below the Parties agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Scope of Services. The City hereby agrees to perform services upon the terms and conditions hereinafter set forth. The City shall furnish all necessary management, supervision, and personnel as may be necessary to provide the services. The services shall include collaboration with and assistance to County personnel. The County hereby engages the City as an independent contractor to perform the services set forth below.

1.2 Services. The City shall perform specific requests, inspections and investigations. All services provided by the City shall be performed in timely and professional manner while considering urgent need within the community. These services shall include but not be limited to the following:

- a. Enforce all State and Local laws/ordinances
- b. Code Enforcement
- c. Building Inspections
- d. Evaluating building plans
- e. Issue permits

- f. Enforce land use regulations
- g. Enforce nuisance codes
- h. Enforce all zone ordinances

1.3 Customer Services. All services provided by the City will be billed monthly to the County.

ARTICLE 2 – TERM

This Agreement is effective as of the date first above written and, unless earlier terminated in accordance with the provisions hereof, shall have a primary term of one (1) year and may be extended, automatically hereinafter; with the base compensation as stated in Article 3.1, adjusted every two (2) years to allow for cost of living and pay scale adjustments of the noted employees. However, both parties shall have the right to terminate the Services or any part thereof at any time, whether for convenience or cause, by 60 days prior written notice whenever it determines such termination or suspension to be in its own best interest.

ARTICLE 3 – COMPENSATION

3.1 Base Compensation. For providing these Services, the County will pay the City annually the amount equal to the salary and benefits of two (2) Deputy Marshall's, currently **\$131,628** dollars. The county will pay the City annually the amount of 50% of the salary and benefits of the Bainbridge-Decatur Planner which is currently **\$48,645** dollars; the City will collect 50% of the permit fees collected on permits issued on behalf of the County and its jurisdiction, not to exceed \$75,000 per year.

3.2 Additional Services. Should the County desire additional services, over and above those services detailed herein, such services shall be charged on a mutually agreeable and negotiated basis.

3.3 City will prepare and submit an invoice for the Base Compensation payable by the County on a monthly basis throughout the Term. Invoices shall be approved and paid by the County on a net-20 basis. The City will notify the County every two (2) years by April 1st on the updated base compensation rates of the noted employees stated in Article 3.1, said notification and acceptance of updated invoices will signify the acceptance of terms in Article 2 for the subsequent two years.

ARTICLE 4 – COOPERATION

The City and the County covenant to work together cooperatively, periodically meeting to review the effectiveness of this service arrangement, and to immediately address and adopt any necessary amendments to the Agreement.

ARTICLE 5 – INSURANCE

All work performed by the City and its employees will be covered under its existing comprehensive general liability insurance.

ARTICLE 6 – LEGAL

6.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

6.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party.

ARTICLE 7 – FORCE MAJEURE

No delay or failure of performance by either party shall constitute default hereunder or give rise to any claims for damage if, and to the extent, such delay or failure is caused by fire or other casualty, labor dispute or transportation delay not caused in any way by the affected party, or by government or military action, inclement weather not reasonably anticipated, act of God, act or omission of the other party or its other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond the affected party's reasonable control.

In witness whereof, the Parties have executed this Agreement as of the date first above written.

THE CITY:
CITY OF BAINBRIDGE, GEORGIA

By: _____

Its: _____

ATTESTED:

By: _____
Its: City Clerk

THE COUNTY:
DECATUR COUNTY COMMISSION, GEORGIA

By: *Pat Stolt*

Its: Chairman

ATTESTED:

By: *Michelle B. West*
Its: County Clerk