

**STATE OF GEORGIA**

**COUNTY OF FRANKLIN**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
FRANKLIN COUNTY BOARD OF COMMISSIONERS  
AND CITY OF LAVONIA**

This Agreement, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between FRANKLIN COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the CITY OF LAVONIA, a Georgia municipal corporation located in the County (the "City").

**WITNESSETH:**

WHEREAS, County has agreed to install, operate and maintain a four hundred (400) foot communication tower with facility containing radio communication equipment and other related mechanical equipment for general communications, which services the City of Lavonia's needs as well as services for Franklin County and its lessees or assigns

WHEREAS, City desires to utilize the benefits of said tower and facility for the City's communications needs;

WHEREAS, the participating parties wish to establish an agreement regarding the power supply and expenses thereof for operation of the tower and facility;

WHEREAS, the parties to this Agreement desire to reduce to writing their agreement pertaining to the furnishing of and payment for consistent electrical power by the City for the tower and facility;

WHEREAS, the parties hereto are authorized by Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983 to enter into this Intergovernmental Agreement for any period not exceeding fifty (50) years, for the provision of services and facilities, where, as here, the Agreement entails activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County and the City desire to have access to a reliable and consistent general communication system via the tower and facility in a manner that is economical and without unnecessary duplication of services and facilities.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

## SECTION 1 - LOCATION OF TOWER FACILITIES

County owns and maintains the property known as 3.26 acres in the 206<sup>th</sup> District, G.M., Franklin County, Georgia on which said tower and facility are located. Said property being more fully described in that certain Plat of Survey dated July 18, 2002, by Russell Bartlett, Bartlett and Cash Land Surveyors, Inc., Georgia, Registered Land Surveyor No. 2114, filed for record in Plat Book 27, Page 42, Public Land Records maintained in the Office of the Clerk of Superior Court for Franklin County, Georgia.

## SECTION 2 - OBLIGATIONS OF COUNTY

In consideration of the City's provision and payment of consistent and reliable electrical power for the tower facility as described above, the County agrees to permit City reasonable access to the building and tower to serve their communication needs. Location of all equipment will be coordinated and determined by the County Manager or his designee.

## SECTION 3 - OBLIGATIONS OF CITY

In consideration of the County's obligations as described in Section 2, the City agrees to timely and directly pay the electric bill for the tower and facility in full on a monthly basis. Further the City agrees to provide and maintain either stand-by electric generation or equivalent power source sufficient to operate the tower and facility.

## SECTION 4 - GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

## SECTION 5 - ENTIRE AGREEMENT

The parties agree that this contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and agreements relating thereto.

## SECTION 6 - AMENDMENT

This contract shall not be amended, terminated or supplemented except by written instrument duly executed and delivered by the parties hereto.

## SECTION 7 - EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon the date of execution by both the County and the City and shall continue in effect until January 1, 2035 and, with mutual consent, can be extended or renewed. Pursuant to applicable Georgia Law, in no event shall the term of this Agreement extend for more than fifty (50) years.

SECTION 8 - SAVINGS CLAUSE

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no wise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

SECTION 9 - FORCE MAJEURE

In the event that Franklin County shall be prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the parties hereto, then it shall be excused from any further performance of its obligations and undertakings hereunder.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

FRANKLIN COUNTY, GEORGIA

\_\_\_\_\_(SEAL)  
Samuel D. Elrod, Chairman, Board of Commissioners

\_\_\_\_\_(SEAL)  
Jeff Jacques, Commissioner

\_\_\_\_\_(SEAL)  
Levy Moore, Commissioner

\_\_\_\_\_(SEAL)  
Marie Whitworth, Commissioner

\_\_\_\_\_(SEAL)  
Parks Martin, Commissioner

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF LAVONIA

\_\_\_\_\_(SEAL)  
Ralph M. Owens, Mayor

\_\_\_\_\_(SEAL)  
Angela Greer, City Clerk