

**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**BEN HILL COUNTY**  
**and**  
**THE CITY OF FITZGERALD**  
**for additional funding for the Department of Leisure Services for 2020**

**PREAMBLE**

This Intergovernmental Agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Contract"), under Article 9, Section 3, of the Georgia Constitution and sections 36-34-2(5) of the Official Code of Georgia Annotated, between **BEN HILL COUNTY** and the **CITY OF FITZGERALD** (hereinafter the "Parties") for the purpose of providing additional funding for the operation of the Department of Leisure Services and to complete the objectives of this Contract.

**WITNESSETH**

**WHEREAS**, the Parties hereto participate jointly in the funding of the Department of Leisure Services the ("DLS"); and

**WHEREAS**, it is anticipated that there will be an operations budget shortfall of \$47,500.00 for operation of said DLS, which shall include the swimming pool facility for the 2020 season; and

**WHEREAS**, the Parties desire to roll back/reduce the DLS participation fees, which are currently \$50.00 for all activities except for \$55.00 for football, back to \$35.00 for all activities except for \$45.00 for football, which were the said participation fees back in 2016 before they were increased to the current amounts listed above; and

**WHEREAS**, the authority for the Parties to enter into this Contract is found in Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, which authorizes

intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law; and

**NOW THEREFORE**, the Parties agree to the following:

**SECTION I:** The Parties shall share in the funding of an additional \$47,500.00 for the DLS to open and operate the DLS for 2020, including the swimming pool facility for the 2020 season. Said additional funding shall be allocated equally with the City contributing Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$23,750.00) and the County contributing Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$23,750.00). The Parties shall also share in the funding of an additional \$11,000.00 for the roll back/reduction of the DLS participation fees. Said additional roll back/reduction in DLS participation fees shall be allocated equally with the City contributing Five Thousand Five Hundred 00/100 Dollars (\$5,500.00) and the County contributing Five Thousand Five Hundred 00/100 Dollars (\$5,500.00).

**SECTION II: Effective Date.** This Contract shall become effective as of the Effective Date.

**IN WITNESS WHEREOF**, the County and the City, acting through their authorized agents, have caused this agreement to be signed, sealed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[SIGNATURES ON THE FOLLOWING PAGE]



BEN HILL COUNTY, GEORGIA

By: \_\_\_\_\_  
Steven L. Taylor, Chairman

[SEAL OF COUNTY]

Attest: \_\_\_\_\_  
Donna R. Prather, County Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CITY OF FITZGERALD, GEORGIA

By: \_\_\_\_\_  
Jim Puckett, Mayor

[SEAL OF CITY]

Attest: \_\_\_\_\_  
Cristina Evans, City Clerk

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_