

INTERGOVERNMENTAL CONTRACT

Between

BEN HILL COUNTY

And

The CITY OF FITZGERALD

for the operation and maintenance of roundabout lighting as part of the SR 90 @ CR250/Lower Rebecca Road DOT Project (hereinafter the "Roundabout Project")

PREAMBLE

This intergovernmental contract 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, GEORGIA** and the **CITY OF FITZGERALD, GEORGIA** (hereinafter the "Parties") for the purpose of providing for the operation and maintenance of lighting and lighting fixtures at the Roundabout Project site, and to complete the objectives of this Contract.

RECITALS

WHEREAS, the Georgia Department of Transportation has indicated its willingness to fund the materials and installation for the lighting and lighting fixtures at the Roundabout Project; and

WHEREAS, such contribution from the Georgia Department of Transportation is predicated upon the City of Fitzgerald entering into a contract to provide for complete responsibility and funding for the maintenance and operation of the lighting and lighting fixtures at the Roundabout Project, such agreement is set forth in the attached draft contract; and

WHEREAS, the location of such lighting fixtures shall be partially located within the city limits of the City of Fitzgerald, Georgia, and partially located in unincorporated areas of Ben Hill County, Georgia; and

WHEREAS, the Roundabout Project and the installing of lighting fixtures therewith shall be a benefit to citizens of both the City of Fitzgerald, Georgia and of Ben Hill County, Georgia.

WHEREAS, the Parties hereto wish to participate jointly in the funding of the maintenance and operation of lighting and lighting fixtures at the Roundabout Project site for a term equal to that agreed in that certain aforementioned attached agreement; and

WHEREAS, such maintenance and operation shall include operation, repair and maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit wiring, servicing equipment, all requirements of the Georgia Utility Facility Protection Act and the costs to provide all the energy required for the operation of said lighting system, and all other items, actions and requirements contemplated by the aforementioned attached agreement; 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 1: The parties shall share equally in the funding of the maintenance and operation of the lighting fixtures at the Roundabout Project; such maintenance and operation shall include operation, repair and maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit wiring, servicing equipment, all requirements of the Georgia Utility Facility Protection Act, and all other items, actions and requirements contemplated by the aforementioned attached agreement.

SECTION 2: The parties shall share equally in the costs to provide all energy required for the operation of said lighting system.

SECTION 3: 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 as of the _____ day of _____, 2020.

BEN HILL COUNTY, GEORGIA

By: _____
Steven L. Taylor, Chairman

[SEAL OF COUNTY]

Signed, sealed and delivered
In the presence of:

Attest: _____
Donna R. Prather, County Clerk

Unofficial Witness

Notary Public [NOTARY SEAL]
My Commission Expires: _____

CITY OF FITZGERALD, GEORGIA

By: _____
Jim Puckett, Mayor

[SEAL OF CITY]

Signed, sealed and delivered
In the presence of:

Attest: _____
Cristina Evans, City Clerk

Unofficial Witness

Notary Public [NOTARY SEAL]
My Commission Expires: _____