

**INTERGOVERNMENTAL AGREEMENT
REGARDING PROPERTIES USED FOR JOINT SERVICES
BETWEEN BEN HILL COUNTY, GEORGIA AND
THE CITY OF FITZGERALD, GEORGIA**

This Intergovernmental Agreement Regarding Properties Used for Joint Services (this "Agreement"), is made and entered into this ___ day of _____, 2025 (the "Effective Date"), pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution and sections 36-34-2(5) of the Official Code of Georgia Annotated, between **BEN HILL COUNTY, GEORGIA** (the "County") and the **CITY OF FITZGERALD, GEORGIA** (the "City") (each individually, a "Party;" collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties provide a number of joint services (through City/County funding of the same) for the citizens of the City of Fitzgerald and unincorporated areas of Ben Hill County, Georgia; and

WHEREAS, a number of said joint services are operated and conducted on real property currently titled exclusively in the name of Ben Hill County or the City of Fitzgerald; and

WHEREAS, the Parties wish to enter into this Agreement with regard to the operation and funding of such joint services and as to the distribution of proceeds of any sale of the same; and

WHEREAS, the authority of the Parties to enter into this Agreement 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, for and in consideration of the respective required undertakings and obligations of the Parties hereto as set forth herein and for other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Parties agree to the following for the term set forth hereafter:

SECTION 1: The parties hereto agree that no fee or charge of any nature shall be imposed upon either party or joint City/County department for the use of real property and the facilities thereon which is in use, in any manner, for the provision of joint services, as long as such usage is for official governmental public use. No prohibition of fees or charges shall exist as to usage for private purposes. It is agreed that nothing herein shall alter, modify, lessen, or infringe on the authority of any independent boards of authority to impose any such fee or charge as such board may deem appropriate consistent with the authority vested therein.

SECTION 2: In the event that any tract or parcel of real property owned by the County or the City which has been used for the provision of any joint service provided by the Parties at any time after January 1, 2005 and to which the Party not holding record title to the subject demised property contributed funds for capital outlay projects (including SPLOST funds and general

budget funds) during such period, the net proceeds realized from such sale shall be allocated according to the priority and provisions set forth hereinafter, to wit:

- a) If the joint service which primarily made use of the subject demised property remains an ongoing joint service of the Parties at the time of such sale, such net proceeds shall be wholly allocated to the budget of such joint service; otherwise all such net funds shall be distributed in accordance with subparagraph (b) hereinafter;
- b) In the event the joint service which primarily made use of the subject demised property is no longer an ongoing joint service of the Parties at the time of such sale then the portion of the net proceeds of such sale due and payable to the Party not holding record title to the subject demised property shall be calculated as follows, to wit:
 - 1.) Such non-record title holder shall receive an amount equal to the total amount of funds contributed (including SPLOST and General Budget funds) by such Party for capital improvements of the demised property or fifty percent (50.00%) of said net proceeds, whichever is less.
 - A.) The calculation of the amount of total funds expended by a Party for the period of time from January 1, 2005 to the Effective Date shall be limited solely to the amount of SPLOST funds allocated and expended for capital improvements of the subject demised property by such Party.
 - 2.) All remaining net proceeds shall be due and payable to, and the sole property of, the party vested with record title of the demised property at the time of such sale.

SECTION 3: Neither Party shall sell, transfer, or give any of the aforementioned properties gratuitously or in exchange for non-monetary compensation or unreasonably low compensation.

SECTION 4: This Agreement shall not apply to any services provided by or property owned by an independent entity (separate from the County or the City) within Ben Hill County, including the Fitzgerald-Ben Hill County Regional Solid Waste Authority, the Fitzgerald-Ben Hill Airport Commission, any development authority within Ben Hill County, or any housing authority within Ben Hill County. Nothing in this Agreement shall affect the sale of property, distribution of funds, and/or setting of fees by those entities.

SECTION 5: The term of this Agreement shall be fifty (50) years. The Effective Date of such agreement shall be that of the final passage by both Parties.

SECTION 6: This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, understanding, undertakings or agreements (whether oral or written and whether express or implied) of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the County and the City, acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered as of the ___ day of _____, 2025.

BEN HILL COUNTY, GEORGIA

By: _____
Howard (Hal) A. Wiley, Chairman

(seal)

Attest: _____
Pamela Turner, County Clerk

CITY OF FITZGERALD, GEORGIA

By: _____
Jason L. Holt, Mayor

(seal)

Attest: _____
Cristina Evans, Clerk