

STATE OF GEORGIA

COUNTY OF WASHINGTON

CITY OF SANDERSVILLE, CITY OF DAVISBORO, CITY OF TENNILLE, CITY OF HARRISON, CITY OF OCONEE, CITY OF DEEPSTEP, CITY OF RIDDLEVILLE, AND WASHINGTON COUNTY INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY DEBRIS REMOVAL AND MANAGEMENT SERVICES

This Intergovernmental Agreement (hereinafter “IGA”) entered into upon the later of its approval by the respective governing bodies on _____, _____, 2024 by and between the **MAYOR AND CITY COUNCIL OF SANDERSVILLE, GEORGIA**, a municipal corporation (hereinafter “Sandersville”), **MAYOR AND CITY COUNCIL OF DAVISBORO, GEORGIA**, a municipal corporation (hereinafter “Davisboro”), **MAYOR AND CITY COUNCIL OF TENNILLE, GEORGIA**, a municipal corporation (hereinafter “Tennille”), **MAYOR AND CITY COUNCIL OF HARRISON, GEORGIA**, a municipal corporation (hereinafter “Harrison”), **MAYOR AND CITY COUNCIL OF OCONEE, GEORGIA**, a municipal corporation (hereinafter “Oconee”), **MAYOR AND CITY COUNCIL OF DEEPSTEP, GEORGIA**, a municipal corporation (hereinafter “Deepstep”), **MAYOR AND CITY COUNCIL OF RIDDLEVILLE, GEORGIA**, a municipal corporation (hereinafter “Riddleville”) (the Cities may also be referred to collectively as the “Cities”), and **WASHINGTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority the **WASHINGTON COUNTY BOARD OF COMMISSIONERS** (hereinafter the “County”), (the Cities and County combined may also be referred to hereinafter collectively as the “Parties”);

WHEREAS, as a result of Hurricane Helene the parties have suffered significant storm damage in Washington County (hereinafter “Storm Debris”); and

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on September 25, 2024 for the entire State of Georgia; and

WHEREAS, the Parties have determined that opening and restoring the road system is critical to emergency services access in order for the entire Washington County area to recovery from the storm; and

WHEREAS, the Parties have determined that a concerted effort is needed to accomplish the removal of Storm Debris; and

WHEREAS, the Parties listed above have determined that it is to the mutual advantage and benefit of each of the Parties hereto to enlist the aid of a third party to assist with the removal of Storm Debris; and

WHEREAS, the Parties desire that the County to enter into a Contract (hereinafter “Contract”) with Southern Disaster Recovery, LLC for emergency Storm Debris removal and management services as a result of the storm damage (hereinafter “Debris Services”); and

WHEREAS, the Parties desire to share the costs for the Debris Services on a pro rata basis based on the per cubic yard of Debris collected from within each of the respective Parties’ City and County limits so that each Party pays for their proportional share of the Storm Debris; and

WHEREAS, the Parties desire that the pro rata share of each of the Parties be calculated based upon a digital ticketing system and checked by an additional third-party vendor; and

WHEREAS, the City and County governments are authorized by O.C.G.A. § 36-34-2(5) to enter into governmental service agreements; and

WHEREAS, the Cities and County desire to enter into this Intergovernmental Agreement (hereinafter “IGA”) to define the payment of each Party based on the proportional shares of the Parties and to authorize the County to enter into the Contract with Southern Disaster Recovery, LLC in accordance with the terms and conditions as outlined herein;

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the parties hereto agree as follows:

1. Authorization of County by Cities. By entering into this IGA, the Cities hereby authorize the County to enter into the Contract with Southern Disaster Recovery, LLC (hereinafter “SDR”) to provide Debris Removal as outlined herein.

2. Purpose. The purpose of this IGA is to outline the payment and repayment obligations of each of the Parties.

3. Payment and Monitoring. Parties agree to share the costs for the Debris Services based on each Parties’ pro rata cost per cubic yard of Storm Debris collected from within each of the respective Parties’ City and County limits so that each Party pays for their proportional share of the Storm Debris collected by SDR. Each share shall be calculated based on a digital ticketing system and monitored for accuracy by a third-party vendor other than SDR.

4. Term. The term of this IGA shall be ninety (90) days with said term commencing on _____, _____, 2024 and ending on _____, _____, 2025. The Parties may agree to extend this IGA on terms and conditions mutually acceptable to the parties and in writing, including but not limited to any necessary adjustments in fees, services and duration provided the term never exceeds 50 years cumulative.

5. No Joint Venture. The Parties hereto agree that nothing contained within this IGA can be or should be construed as creating a joint venture or partnership between the Parties.

6. Law and Venue. This IGA shall be governed by and construed in accordance with the laws of the State of Georgia and Venue shall lie solely in Washington County, Georgia.

7. Notices. Any notices required or permitted to be given under this IGA shall be in writing and deemed sufficient when sent to the respective parties at the following addresses:

If to the County: Derrick Durden, Administrator
Washington County Board of Commissioners
P.O. Box 271
Sandersville, GA 31082

If to Sandersville: Sharon Eveland, City Manager
City of Sandersville
P.O. Box 71
Sandersville, GA 31082

If to Davisboro: Valerie Brown, Mayor
City of Davisboro
P.O. Box 189
Davisboro, GA 31018

If to Tennille: Eartha Cummings, Mayor
City of Tennille
P.O. Box 145
Tennille, GA 31089

If to Harrison: Vincent Grissom, Mayor
City of Harrison
40 N. Railroad Ave.
Harrison, GA 31035

If to Oconee: Jimmy Pittman, Mayor
140 Fairbanks St. 31067
Oconee, GA 31067

If to Riddleville: Ken Westbrook, Mayor
10292 GA Hwy 231
Harrison, GA 31035

If to Deepstep: Randy Veal, Mayor
9676 Deepstep Rd.
Deepstep, GA 31082

8. Assigns. This IGA shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

9. Severability. Should any part of this IGA be declared invalid by a court having competent jurisdiction, then the other parts shall remain in full force and effect unless amended by mutual agreement of the parties.

10. Authority. Each of the individuals executing this IGA on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this IGA has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this IGA is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

11. Entire Agreement and Modifications. This IGA constitutes the entire agreement between the parties with regard to the subject matter hereof, and any other conditions or representations not contained herein, whether written or oral, shall not be binding on the parties. This IGA may only be modified by a written amendment referencing this IGA and duly executed by the parties hereto.

12. Counterparts. This IGA may be executed in multiple counterparts, and each counterpart shall be considered an original.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed by their representative and duly authorized officers on the dates indicated below.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BOARD OF COMMISSIONERS OF
WASHINGTON COUNTY, GEORGIA

By: _____

Horace Daniel, Chairman

Attest: _____

Derrick Durden, Clerk/ Administrator

Date: _____

MAYOR AND CITY COUNCIL OF
SANDERSVILLE, GEORGIA

By: _____

Jimmy Andrews, Mayor

Attest: _____

Kandice Hartley, City Clerk

Date: _____

MAYOR AND CITY COUNCIL OF
DAVISBORO, GEORGIA

By: _____

Valarie Brown, Mayor

Attest: _____

_____, City Clerk

Date: _____

MAYOR AND CITY COUNCIL OF
OCONEE, GEORGIA

By: _____

Jimmy Pittman, Mayor

Attest: _____

_____, City Clerk

Date: _____

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

MAYOR AND CITY COUNCIL OF
TENNILLE, GEORGIA

By: _____

Eartha Cummings, Mayor

Attest: _____

_____, City Clerk

Date: _____

MAYOR AND CITY COUNCIL OF
HARRISON, GEORGIA

By: _____

Vincent Grissom, Mayor

Attest: _____

_____, City Clerk

Date: _____

MAYOR AND CITY COUNCIL OF
DEEPSTEP, GEORGIA

By: _____

Randy Veal, Mayor

Attest: _____

_____, City Clerk

Date: _____

MAYOR AND CITY COUNCIL OF
RIDDLEVILLE, GEORGIA

By: _____

Ken Westbrook, Mayor

Attest: _____

_____, City Clerk

Date: _____