

STATE OF GEORGIA

COUNTY OF MILLER

**INTERLOCAL COOPERATION AGREEMENT
FOR OPERATION AND MAINTENANCE
OF JOINTLY OWNED GOLF COURSE**

THIS AGREEMENT entered into this the 10th day of December, 2012, by and between the **MILLER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "County" and **THE CITY OF COLQUITT, GEORGIA, a Georgia Municipal Corporation**, hereinafter referred to as "City".

RECITALS

WHEREAS, the City and County each own a one-half (1/2) undivided interest in the real and personal property known as Crooked Oak Golf Course, and used in its operation, subject to the debt thereon;

WHEREAS, the County and City desire to enter into an Interlocal Cooperation Agreement for the maintenance and operation of the golf course and for payment of the debt thereon;

WITNESSETH

For and in consideration of the mutual promises and agreements as contained herein and other good and valuable consideration, the County and City do hereby contract and agree as follows:

1. Joint Ownership of Crooked Oak Golf Course

a. The County and City acknowledge that they jointly own the golf course, known as Crooked Oak Golf Course, with the County and City assuming the outstanding indebtedness thereon;

b. The County and City agree to be responsible one-half (1/2) each for the indebtedness on Crooked Oak Golf Course and to provide for the payment of the indebtedness thereon in their budget each year taking into consideration any other payments made by grants or gifts;

2. **Operation of Crooked Oak Golf Course.**

a. The County and City agree that Crooked Oak Golf Course will be operated by the City of Colquitt;

b. The City will be responsible for the employment of personnel to operate Crooked Oak Golf Course;

c. The department supervisor will be the supervisor for all employees of Crooked Oak Golf Course and will be responsible to the City Manager as a department head, and perform such other duties in the operation and maintenance of Crooked Oak Golf Course and the department under which the golf course is operated as assigned to him by the City Administrator;

3. **Funding and Financial Accounting of Crooked Oak Golf Course.**

a. The City will be responsible for the preparation of the Crooked Oak Golf Course operating budget with the County as provided herein, and the expenditure of funds for the operating of the golf course, including maintenance of equipment and purchase of new equipment. The City and County will each be responsible for one-half (1/2) of the budget of Crooked Oak Golf Course in excess of income received through its operation and from grants and gifts. The budget shall be prepared by the City's Administrator and County's Administrator or financial officer and they are required to be in agreement as to the operating budget prior to being submitted to the City or County governing authority;

b. The City's Administrator and County's Administrator or financial officer will submit the budget for Crooked Oak Golf Course to the City and County governing authority each year not later than sixty (60) days prior to the County preparing its budget. In the event the County does not agree with the proposed budget, the City Administrator and the County Administrator or Chief Financial Officer shall work together to resolve any budget issues and resubmit the amended budget to the governing authorities of the City and County;

c. Capital contributions for improvements to Crooked Oak Golf Course shall be as approved by the City and County in the approved budget for each year;

d. The City will maintain accounting or financial records for Crooked Oak Golf Course;

e. The financial records of the City will be available for inspection and copying by the County at any time during normal business hours;

f. The City will furnish to the County a copy of the monthly account ledger as to income and expenses for Crooked Oak Golf Course;

g. The City will require the Department Supervisor to furnish a monthly report to the governing authority of the City, which will be furnished to the County, if requested;

4. **Payments by County to the City.**

- The County shall pay one-twelfth (1/12) of its one-half (1/2) of the budget for Crooked Oak Golf Course on the 1st day of each month during the term of this Agreement. For example: If the budget for the Crooked Oak Golf Course is \$240,000.00 and the County's one-half (1/2) of the budget is \$120,000.00, then the County shall pay to the City \$10,000.00 per month on the 1st day of each month during the fiscal year of the County;

5. **Insurance.**

The City will provide liability insurance for Crooked Oak Golf Club under its present liability coverage, as well as provide hazard and inland marine coverage. The coverage provided by the City shall be not less than \$1,000,000.00 per person with an aggregate coverage of \$3,000,000.00. The City will name the County as an additional insured on the policy.

6. **Term of Agreement.**

This agreement shall continue until terminated by either the City and/or County by giving one hundred eighty (180) day notice that it desires to terminate this agreement, and this agreement shall terminate at the end of the fiscal year in which notice of termination is given;

7. **Notices**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Chairman
Miller County Board of Commissioners
179 South Cuthbert Street
Colquitt, Georgia 39837

Mayor
City of Colquitt
154 West Street
Colquitt, Georgia 39837

8. **Entire Agreement**

This Agreement constitutes all of the understandings and agreements existing between the County and City concerning the operation, maintenance and payment of indebtedness on Crooked Oak Golf Course. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto;

9. **Mediation**

The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation;

10. **Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and City;

11. **Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia;

12. **Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement " unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement;

13. **Compliance with Law**

-The County and City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations;

14. **No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same;

15. **Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above first written.

MILLER COUNTY, GEORGIA

BY: *Bo Haywood* (L.S.)
BO HAYWOOD, as its Chairman

ATTEST: *Deborah H. Pearce* (L.S.)
DEBORAH H. PEARCE, as its Clerk

Signed, sealed and delivered in the presence of:

Erin Spears
WITNESS

Kathie L. Walden
NOTARY PUBLIC



THE CITY OF COLQUITT

BY: _____ (L.S.)
JERRY CHAPMAN, as its Mayor

ATTEST: _____ (L.S.)
KESHA LAVETTE, as its Clerk

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC