

RESOLUTION NO. 2015- 0511A

A RESOLUTION OF THE BOARD OF COMMISSIONER OF MILLER COUNTY AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT WITH THE SOUTH GEORGIA REGIONAL INFORMATION TECHNOLOGY AUTHORITY PERTAINING TO THE ISSUANCE OF A PROMISSORY NOTE.

WHEREAS, the Board of Commissioners of Miller County, which is the governing body of Miller County, a duly created and validly existing political subdivision of the State of Georgia (the "County"), after careful study and consideration has determined it is in the best interest of the County and will promote the general welfare of its citizens by increasing access of public and private uses and consumers within the territorial limits of the County to broadband, Internet and associated services (collectively, the "Telecommunication Services"); and

WHEREAS, the South Georgia Regional Information Technology Authority (the "Authority") has been created pursuant to an act of the general assembly of the state of Georgia known as the "South Georgia Regional Information Technology Authority Enabling Act" (Georgia Laws 2007 p. 4336, as amended by Georgia Laws 2009 p. 4081 and Georgia Laws 2010 p. 3501) (the "Act") and is a public body corporate and politic; and

WHEREAS, pursuant to the Act, the Authority has the power to (a) plan, design, acquire, construct, equip and operate "projects" (as defined in the Act), (b) borrow money for any corporate purpose through the issuance of promissory notes, lease-purchase agreements, agreements with counties and other governmental bodies, and other contracts and (c) to enter into contracts relative to the furnishing of services and facilities by the Authority with political subdivisions of the State of Georgia; and

WHEREAS, the Authority desires to obtain a loan (the "Loan") from PeoplesSouth Bank (the "Bank") in the principal amount of \$1,200,000 in order to finance, build and operate a regional broadband system (the "Project") for the purpose of providing Telecommunication Services within the territorial limits of Baker, Calhoun, Early, Miller, Mitchell and Terrell Counties (collectively, the "Counties"); and

WHEREAS, the Authority will execute a promissory note in favor of the Bank in order to evidence the Loan (the "Note"); and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes, among other things, any county, municipality, school district or other political subdivision of the state to contract, for a period not exceeding fifty years, with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment, provided that such

contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under Article IX, Section II, Paragraph I of the Constitution of the State of Georgia, the County has the power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs and local government for which no provision has been made by general law and which is not inconsistent with the Constitution or any local law applicable thereto (the "home Rule Powers"); and

WHEREAS, the County has exercised its Home Rule Powers by adopting a resolution dated _____ that grants to the County, among other things, the power to provide for the distribution and sale of Telecommunication Services to private and public user and consumers within the territorial limits of the County and to enter into contracts and agreements with counties, political subdivisions of the State of Georgia and other governmental bodies for such purpose; and

WHEREAS, the County and the Authority propose entering into an Intergovernmental Contract dated as of May 15, 2015 (the "Contract"), pursuant to which the Authority will agree to provide Telecommunication Services within the territorial limits of the Counties, and in consideration for such services and facilities each of the Counties will agree to make certain payments to the Authority relating to the principal of and interest on the Note (the "Contract Payments"); and

WHEREAS, the Authority will assign its right to receive the Contract Payments to the Bank pursuant to an Assignment dated as of May 15, 2015 (the "Assignment");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Miller County and it is hereby resolved by authority of the same, as follows:

Section 1. **The Project.** The financing of the Project is a lawful and valid purpose in that it will further develop the public purposes intended to be served by the County.

Section 2. **Authorization of Contract.** The execution, delivery, and performance of the Contract are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit A, subject to such minor changes, insertions, or omissions, as may be approved by the Chairman of the Board of Commissioners, and the execution of the Contract by the Chairman of the Board of Commissioners as hereby authorized shall be conclusive evidence of such approval. The Contract is by this reference thereto incorporated herein and spread upon the minutes.

Section 3. **Authorization of Assignment.** The Chairman of the Board of Commissioners is hereby authorized, empowered and directed to execute and deliver a consent to the Assignment.

Section 4. Authorization of Tax Levy. The levy of an annual tax on all taxable property located within the County to make the Contract Payments is hereby authorized. Nothing herein shall be construed as limiting the right of the County to make the Contract Payments out of its general funds or from other moneys available to the County.

Section 5. General Authority. The proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary or desirable in connection with the execution, delivery, and performance of the Contract.

Section 6. Actions Approved and Confirmed. All acts and doings of the proper officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and the execution, delivery and performance of the Contract are, in all respects, approved and confirmed.

Section 7. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof or authorized hereunder.

Section 8. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed, and this resolution shall be of full force and effect from and after its adoption.

Section 9. Effective Date. This resolution shall take effect immediately upon its adoption.

SO RESOLVED as of this 11th day of May, 2015.

BOARD OF COMMISSIONERS OF MILLER
COUNTY

By: Kreg Freeman
Chairman, Kreg Freeman

Attest: Deborah Prouce
Clerk,

EXHIBIT A
FORM OF CONTRACT

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Miller County, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the board of Commissioners at an open public meeting duly called and lawfully assembled on May 11, 2015, the original of said resolution being duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

WITNESS, my hand and the official seal of Miller County, this 11th day of May, 2015.

March H. Poore
Clerk

(SEAL)