

INTERGOVERNMENTAL CONTRACT

This intergovernmental contract (the “Contract”) is entered into as of _____, 2019 by and between the PAULDING COUNTY AIRPORT AUTHORITY (the “Authority”) and PAULDING COUNTY, GEORGIA (the “County”). This Contract supersedes and replaces in its entirety the Contract entered into between the Authority and the County on October 31, 2014 including all amendments.

WITNESSETH:

WHEREAS, the Paulding County Airport Authority (the “Authority”) is political subdivision of the State of Georgia created and existing pursuant to a local act of the General Assembly of the State of Georgia (Ga.L.1972, p. 3645, *et seq.*) (the “Act”); and

WHEREAS, under the Act, the Authority has the power (a) to maintain, operate and manage airports and landing fields for the use of aircraft, including any related buildings and the usual and convenient facilities appertained to such undertakings and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, the County is a political subdivision of the State of Georgia created and existing under the laws of the State of Georgia; and

WHEREAS, under O.C.G.A. § 6-3-20, *et seq.*, the County has the power to operate and maintain airports and landing fields for the use of aircraft; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the FAA has determined that the County and the Authority are co-sponsors of the Paulding Northwest Atlanta Airport (the “Airport”);

WHEREAS, the Authority and the County propose to enter into this Contract, pursuant to which the Authority will agree to operate and maintain the Airport and provide additional airport services for the citizens of the County; and

WHEREAS, the County, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the County, at such rate or rates as may be necessary to make the

payments to the Authority for its services as called for pursuant to this Contract an amount equal to that set forth in Exhibit A attached hereto and made a binding part of this Contract; and

WHEREAS, the County may choose to participate financially on capital improvement projects above and beyond the requirements of this Contract; and

WHEREAS, the Authority agrees not to make any changes in the operational status or certification of the Airport without the approval of the County as demonstrated by a majority vote of its Board of Commissioners in a public meeting; and

WHEREAS, the Authority agrees not to obligate the County financially in any way beyond the scope of this agreement without the approval of the County as demonstrated by a majority vote of its Board of Commissioners in a public meeting; and

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term.

The term of this Contract will commence on _____, 2019 and will expire on _____, 2021.

2. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act. Under the provisions of the Act, the Authority is authorized to execute, deliver and perform its obligations under this Contract. The Authority has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the Authority.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Authority's bylaws, any resolutions or ordinances of the County, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the County or the laws or Constitution of the State and is not in default under any existing court order, administrative regulations, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

3. Representations, Warranties and Agreements of the County.

The County makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision of the State of Georgia. Under the Constitution and laws of the State, The County is authorized to execute, deliver and perform its obligations under this Contract. The County has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

4. Scope of Services.

Pursuant to this Contract, the Authority shall provide the following services to the County and the citizens of the County:

(a) The Authority shall operate and maintain the Airport or cause the Airport to be operated and maintained economically, efficiently and in accordance with standard business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the Authority shall be

reasonable, and no more persons will be employed to operate the Airport than are necessary. The Authority shall at all times maintain the Airport or cause the Airport to be maintained in a safe and serviceable condition in accordance with the standards set by applicable federal, state, and local laws and regulations and shall promptly repair, replace or restore any damage to the Airport or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

(b) The Authority agrees to provide airport service to the County and to the citizens of the County through the operation of the Airport. By virtue of the Authority providing this service, the County will not operate its own Airport Department.

(c) Unless otherwise stated in the Contract, the Authority shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Airport, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Airport, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Airport in accordance with standard business practice.

(d) The Authority shall make reports to the County as requested but no less frequently than annually at the first July meeting of the County's Board of Commissioners. The reports shall contain sufficient detail to provide proper disclosure for the operational status of the airport and any additional topics requested by the Board of Commissioners.

5. Compensation.

(a) In consideration for the Authority providing the services listed in Section 4 hereof for the County and the citizens of the County, the County hereby agrees to pay to the Authority the amount set forth in Exhibit A attached hereto (the "Contract Payments"). Payments shall be made on a quarterly basis, with payments being made on the first day of July, October, January, and April of each fiscal year set forth in Exhibit A.

(b) The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make the contract payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed

as limiting the right of the County to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph (b), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation and budgetary measures.

(d) The obligation of the County to make Contract Payments hereunder may be enforced by the Authority. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the County that no other remedy at law is adequate to protect the interests of the parties hereto.

(e) The County and the Authority will continue as Co-Sponsors for all current and future Airport Improvement Plan (AIP) grants administered by the Georgia Department of Transportation (GDOT) under the FAA's Block Grant Program. The County and the Authority will coordinate and cooperate on the application process for AIP grants and both parties must approve the acceptance of each grant in a public meeting. The County agrees to provide the matching funds and act as administrator for all approved grants; however, the Authority may at its discretion contribute all or part of any matching funds required. The Authority will manage all airport construction projects, will cause to be forwarded to GDOT all documentation required for reimbursement, and will forward to the County Finance Director all pay requests from contracts and vendors authorized for payment under the grant. The County will promptly pay all grant-reimbursable invoices approved for payment and will retain all reimbursements from GDOT. Except as otherwise provided in this Contract, the County is under no obligation to make payments for any expenses which do not qualify for grant reimbursement.

6. Additional Agreements.

(a) The County and the Authority will immediately and jointly request from the FAA approval to title all federally obligated airport property in the name of both the County and the Authority and upon receiving that approval will cause title to be placed in both co-sponsors names by deed and jointly held.

(b) Audit responsibility for Single Audits related to grants and other Federal funding will remain with the County and will be funded by the County.

(c) Any action taken by the Authority that changes the financial obligation of the County must be approved in advance by the County in a public meeting. Absent such advance approval, there shall be no change to the financial obligation of the County, and the Authority shall be solely responsible for any increased financial obligation occurring as a result of action taken by the Authority.

(d) The Authority assigns to the County all remaining outstanding debt from the intergovernmental agreement between the Authority and the Paulding County Industrial Building Authority dated December 30, 2016.

(e) Any payments made by the County prior to July 1, 2019 shall be considered additional payments and will not be applied toward the required payments in Exhibit A.

(f) The Authority may request County assistance and other services from county departments through the County Director of Operations. The County will review resources available and schedule work, as it deems appropriate in view of other demands. The County has full discretion to approve or deny any such requests.

(g) In addition to the Contract Payments, the County agrees to pay the Authority's legal fees. The Authority will forward all invoices for legal fees to the County Finance Director.

(h) The Authority may enter into lease agreements within FAA guidelines without County approval. Except as provided in (c) above, such lease agreements shall not create any additional financial obligation on the part of the County.

7. Miscellaneous.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to the Authority:

Paulding County Airport Authority
730 Airport Parkway
Dallas, Georgia 30157
Attention: Chairman

If to the County:

Paulding County Board of Commissioners
240 Constitution Blvd.
Dallas, Georgia 30132
Attention: Chairman c/o County Administrator

Facsimile: (770) 443-7537

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

Severability.

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Amendments, Changes and Modifications.

The Contract may be amended from time to time only by an instrument in writing duly executed by the parties hereto.

Execution Counterparts.

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

Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope of intent of any provisions of this Contract.

Law Governing Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Contract Subordinate to Federal Obligations.

To the extent of any inconsistency therewith, this Contract is subordinate to those requirements under federal law or regulations pertaining to Airport Improvement Program grants, including specifically but without limitation, federal obligations of airport sponsors commonly referred to as Airport Improvement Program Grant Assurances.

IN WITNESS WHEREOF, the Authority and the County have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**PAULDING COUNTY AIRPORT
AUTHORITY**

(SEAL)

By: _____
Chairman

Secretary

PAULDING COUNTY, GEORGIA

(SEAL)

By: _____
Chairman

Attest:

Clerk

IGA Exhibit A

Contract Payments

Agreement Year	Fiscal Year	County funding
1	2020	\$332,000
2	2021	\$332,000