

STATE OF GEORGIA
COUNTY OF FULTON



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019, by and between Effingham County (hereinafter "Landlord") and the Georgia Department of Public Safety, a department of the executive branch of the State of Georgia whose address for purposes of this Agreement is 959 United Avenue SE, Atlanta Georgia 30316 (hereinafter "Tenant").

WHEREAS, Landlord is the custodial agent of certain land located at 181 Recycle Way, Guyton Effingham County, Georgia 31312, **Latitude 32 16 56.9 North, Longitude 081 21 41.2 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Landlord desires to lease space to Tenant at said Premises, and Tenant desires to lease the "Premises Space" on the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. USE OF RADIO COMMUNICATIONS TOWER

Landlord does hereby agree to lease the Premises Space to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as "Equipment"). Said Equipment is inventoried and listed on Exhibit "B" attached hereto and incorporated herein by reference.

2. TERM

This Agreement shall commence on the 1 July 2018 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30 June 2019 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

3. LANDLORD'S FAILURE TO DELIVER PREMISES

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises Space to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord's failure to deliver the Premises Space then there shall be a total abatement of rent during the period between the date of commencement

and the time the Landlord delivers possession of the Premises to the Tenant.

4. RENT

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of One Dollar and 00/100 (\$1.00) per year (hereinafter referred to as "Rent"). All monthly rentals due hereunder shall be paid in advance on or before the 1st day of each calendar month during the Term of this Agreement.

5. RENEWAL OPTIONS

Tenant shall have no option to renew or extend the Term of this Agreement.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

6. RENEWAL RENTAL RATE

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

- a. State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) \$1.00 per year.
- b. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$1.00 per year.
- c. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$1.00 per year.
- d. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- e. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.
- f. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.
- g. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) \$1.00 per year.
- h. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) \$1.00 per year.

7. TENANT'S RIGHT OF ACCESS

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

8. OPERATION OF EQUIPMENT

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of Landlord, or other tenants on the leased premises who are operating within their FCC licenses, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises, who are operating within their FCC licenses. In the event Tenant's Equipment causes such interference, Landlord shall notify the Tenant and, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. The Landlord will cooperate with Tenant in the resolution of harmful interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48) hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission ("FCC") to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant's written notice), Landlord and Tenant

hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

- (1) determine the location of the Equipment,
- (2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),
- (3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises who are operating within their FCC licenses. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

10. UTILITIES

Landlord agrees to pay all utilities associated with the use of the Premises under this Agreement.

11. END OF TERM

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

12. MAINTENANCE, DAMAGE OR DESTRUCTION

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord's improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

13. LIABILITY

In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

14. INSURANCE

The State of Georgia is self-insured and can provide evidence of such upon written request.

15. LIENS

Tenant shall not permit any mechanics, materialman's or other liens to stand against the Premises for any labor or material furnished by the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant.

16. EMINENT DOMAIN

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. DEFAULT

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of Rent), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

18. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

If to Landlord: Effingham County Board of Commissioners
Attn: Stephanie Johnson
601 North Laurel Street
Springfield, Georgia 31329-6816
(912) 754-2123

If to Tenant: Georgia Department of Public Safety
Attn: Communications Director
959 United Avenue, SE
Atlanta, Georgia 30316
Telephone Number: (404) 430-8235
Alternative: (404) 624-7080

With copy to: State Properties Commission
Attn: Leasing Division
270 Washington Street, Suite 2-129
Atlanta, GA 30334
Telephone Number: (404) 656-2355

Or any such other address as the parties may from time to time designate in writing.

19. ASSIGNMENT

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises Space or any part thereof without prior written consent of the Landlord, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

20. WAIVER

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

21. BINDING EFFECT

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. GEORGIA AGREEMENT

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

23. SEVERABILITY

Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

24. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.

(Signatures begin on next page and remainder of page is intentionally blank)

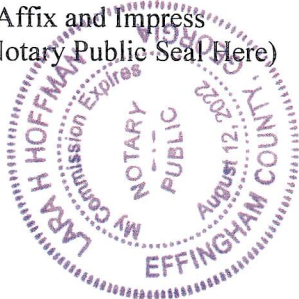
IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Lasheena Shiggo
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: 8/12/22

(Affix and Impress
Notary Public Seal Here)

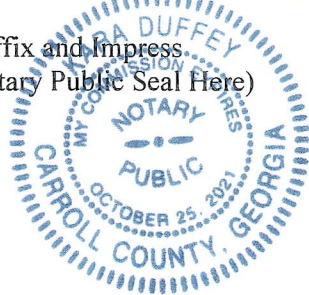


Signed, sealed and delivered
as to Tenant in the presence of:

[Signature]
Unofficial Witness

Wanda Duffey
Notary Public
My Commission Expires: 10/25/21

(Affix and Impress
Notary Public Seal Here)



LANDLORD:

Effingham County, Georgia

By: Wesley M. Corbett
Name: Wesley M. Corbett
Title: Chairman

Attest: S. Johnson
Name: Stephanie Johnson
Title: County Clerk

TENANT:

The Georgia Department of Public Safety

By: [Signature]
Name: HENRY JEDIG
Title: MAJOR ADJUTANT DPS

Attest: [Signature]
Name: Joan G. Crumpler
Title: Deputy Legal Director, DPS

EXHIBIT A

[Radio Communication Tower Location]

Rincon Tower IGA 0010



Legend
MCCD LAVONIA

Google Earth

300 ft



EXHIBIT B

[Inventory of Equipment]

1. 1- Base Radio
2. 1- Comprod 870-F2 VHF antenna
3. 1- 7/8" Coax