

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF FOREST PARK (“City”) and CLAYTON COUNTY PUBLIC SCHOOLS (“CCPS”), a public body corporate and politic and an instrumentality of the State of Georgia.

WHEREAS, Section 1.12(b)(41) of the City Charter, the City is vested with certain broad powers “to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants;”

WHEREAS, Section 1.12(b) of the City Charter states that “the powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city;”

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements;

WHEREAS, the City Council has previously authorized a Traffic Safety Camera Program (the “Program”) to provide for speed zone enforcement around certain schools within the city limits of Forest Park and provides for the implementation and operation of such program by REDSPEED, as agent of the City;

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty 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;

WHEREAS, CCPS has requested that the City assist it in the enhancement of its school public safety initiatives by contributing five percent (5%) of the money collected and remitted to the City under the Program;

WHEREAS, CCPS will only use such funds for the purposes of enhancing its school public safety initiatives as required under O.C.G.A. § 40-14-18(m); and

WHEREAS, it is the desire and intent of the City and County to execute this Agreement to set forth their agreements and obligations with respect to the revenues derived from the Program;

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties hereto agree as follows:

ARTICLE I  
REVENUE SHARING AGREEMENT

SECTION 1.1 Clayton County Public Schools agrees to only utilize any money or funds received under this Agreement for school public safety initiatives at schools inside the City limits of Forest Park.

SECTION 1.2 City of Forest Park agrees to contribute five percent (5%) of its revenues actually received under the Program to the Clayton County Public Schools to be used exclusively for school public safety initiatives at schools inside the City limits of Forest Park. These funds shall be paid annually in January in arrears for the previous calendar year. The first year payment shall be prorated to take into account the effective date of this Agreement.

ARTICLE II  
MISCELLANEOUS

SECTION 2.1 Notices. Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by certified mail, postage prepaid, return receipt requested, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

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| Notices to CCPS: | Clayton County Public Schools<br>1058 Fifth Avenue<br>Jonesboro, GA 30236<br>Attention: Superintendent |
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| Notices to City: | City of Forest Park<br>Forest Park City Hall<br>745 Forest Parkway<br>Forest Park, GA 30297<br>Attention: City Manager |
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Either party may, however, at any time, change its address for notification purposes by mailing, as herein provided, a notice stating the change and setting forth the new address.

SECTION 2.2 Waivers. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise herein provided. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

SECTION 2.3 Article and Section Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

SECTION 2.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 2.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the Program, and any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement or any other existing written agreement in whole or in part unless such agreement hereafter made is in writing and signed by the parties hereto.

SECTION 2.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 2.7 Term and Termination. This Agreement shall remain in full force and effect from the date hereof to and including the earlier of the conclusion of the Program or December 31, 2033; provided however, that either party may terminate this Agreement with thirty (30) days' written notice.

SECTION 2.8 Independent Parties. The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other. The method and manner of performance of the food service shall be under the exclusive control of CCPS.

SECTION 2.9 Assignment/Subcontracting Clause. Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as the day and year first above mentioned.

Attest:

CLAYTON COUNTY PUBLIC SCHOOLS

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Superintendent

Attest:

CITY OF FOREST PARK

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Agreed as to form:

\_\_\_\_\_  
City Attorney