

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF JONESBORO AND
CLAYTON COUNTY, GEORGIA**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made by and between the CITY OF JONESBORO (hereinafter “City”), a Georgia municipal corporation whose address is 1859 City Center Way, Jonesboro, Georgia 30236 and CLAYTON COUNTY, GEORGIA (hereinafter “County”), whose address is 112 Smith Street, Jonesboro, Georgia 30236.

I. PURPOSE & SCOPE

The purpose of this MOU is to provide for the transfer of responsibilities for the permits, inspections, reviews, issuances of certificates of occupancy, and submittals (“Inspection Portion of the Project”) from the City to the County for that certain project known as the Clayton County Winter Weather Building (Salt Barn) Project located at 1020 Post Way, Jonesboro, Georgia 30238 and identified by Parcel ID/Tax ID- 05239-24004 (hereinafter “Project”), which is owned by the County although located in the City.

II. CITY’S RESPONSIBILITIES UNDER THIS MOU

During the Inspection Portion of the Project, the City will transfer its rights and responsibilities as the host jurisdiction of the Project to the County. The City will relinquish any responsibilities including the collection of any fees associated with inspections and permits to the County and the City will not assume any liability as a result of the County assuming responsibility of the Inspection Portion of the Project.

III. COUNTY’S RESPONSIBILITIES UNDER THIS MOU

The County will assume all responsibility during the Inspection Portion of the Project and will not be required to submit any fees associated with the Inspection Portion of the Project to the City. However, as the inspecting agency of the Project, to the extent permitted by law, the County assumes all liability and releases the City from any liability and responsibility regarding the safety and occupancy of the Project. The County shall ensure the Project is constructed and maintained in accordance with the City Code and all applicable federal and state laws, regulations, and standards. The County shall also provide inspection records to the City: (1) upon request or (2) once the Project has terminated in accordance with the terms of this Agreement.

IV. TERM and TERMINATION

This MOU shall be effective as of the day of execution by the parties and shall continue in full force and effect for the duration of the construction of the Project, not to exceed a term of five (5) years from execution date. This MOU will automatically terminate once the Project is no longer under construction. For purposes of this provision, “under construction” means that a final certificate of occupancy has not been issued for the Project. Unless otherwise terminated as provided herein, upon the expiration of said five (5) year term, this MOU shall automatically renew for successive one (1) year terms, so long as the Project remains (a) under construction and (2) owned and operated by the County; provided that, the total term, including renewal terms, of this MOU shall not extend beyond fifty years from the date of execution pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983. Notwithstanding any other provisions to the contrary, either party may terminate this agreement provided that a 30-day written notice is provided to the other party. For an effective termination, the County must allow the City to assume inspection authority and the County shall adhere to any and all guidance and

instruction as a result of City inspections. The County must provide all prior inspection documents to the City upon termination of this Agreement. This MOU may not automatically cancel if the Project is delayed or partially constructed.

V. MISCELLANEOUS PROVISIONS

A. Amendment. Any and all amendments to this MOU must be in writing and signed by both parties.

B. Notices. Any notice required to be given by this MOU shall be sufficient if hand delivered, mailed or sent prepaid by commercial overnight delivery services as follows or to such other addresses as the affected parties shall specify in writing:

OFFICE OF THE CITY MANAGER
CITY OF JONESBORO
1859 City Center Way
Jonesboro, Georgia 30236

COMMUNITY DEVELOPMENT
DEPARTMENT
CLAYTON COUNTY
1376 Government Circle
Jonesboro, Georgia 30236

C. Authorized Signatures. Unless otherwise specified in this Agreement, the City's Mayor Dr. Donya L. Sartor or her written designee shall be the sole party authorized to act on behalf of the City with regard to this MOU. Unless otherwise specified in this MOU, Dr. Alieka Anderson-Henry, Chairwoman of the Board of Commissioners, or her written designee shall be the sole party authorized to act on behalf of the County. Each of the individuals executing this MOU on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further represents that this MOU has been duly approved by the required governing authority in accordance with all applicable laws.

D. Indemnification and Liability. To the extent permitted by law, the County agrees to and does hereby indemnify, defend, and hold harmless the City, its officials, officers, employees, and representatives from any claim, demand, action, damages, judgment, penalties, costs and/or expenses, including but not limited to reasonable attorney's fees and litigation costs, to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees in connection with the Project.

E. Governing Law. This MOU and all transactions contemplated by this MOU shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.

F. Entire Agreement. This MOU contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this MOU which are not fully expressed herein.

G. Filings. This MOU shall be included in both the City and County's Clerk Offices and Departments of Community Development or the equivalent thereof.

H. Captions. The captions and headings appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this MOU or any clause or provision hereof.

I. Severability. If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.

J. Counterparts. This MOU may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same MOU.

IN WITNESS WHEREOF, this MOU is executed by the duly authorized officers of the parties hereto on the day and year written below:

CITY OF JONESBORO, GEORGIA

CLAYTON COUNTY, GEORGIA

Mayor Dr. Donya L. Sartor

Chairwoman Dr. Alieka Anderson -Henry

City of Jonesboro

Clayton County Board of Commissioners

Attest:

Attest:

City of Jonesboro

Marcia Davis, Clerk
Clayton County Board of Commissioners

Date: _____

Date: _____