

STATE OF GEORGIA

COUNTY OF FAYETTE

BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF TYRONE**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the County and the Town are parties to an existing billing services agreement entered into on or about June 19, 2014 (the "Prior Agreement"); and

WHEREAS, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.62 per customer to the county approved billing cost per customer per month; and

WHEREAS, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

- 1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20th of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped

from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the county approved billing cost per customer per month. Any equipment or computer program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter

of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

BOARD OF COMMISSIONERS,
FAYETTE COUNTY

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

MAYOR AND COUNCIL FOR
THE TOWN OF TYRONE

(SEAL)

By: _____
Eric Dial., Mayor

ATTEST:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney