

RESOLUTION NO. 2021-46

RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NORTH AUGUSTA AND AIKEN COUNTY RELATED TO THE PURCHASE AND FUNDING OF RADIOS FOR THE DEPARTMENT OF PUBLIC SAFETY FOR THE CITY OF NORTH AUGUSTA

WHEREAS, The City has a need to acquire new radios to be used as part of its emergency communications equipment inventory, for the Public Safety Department, such radios qualifying for purchase through the use of E-911 fees; and,

WHEREAS, By resolution number 17-05-84 Aiken County established an E-911 fee radio grant policy and process; and,

WHEREAS, The City has requested funding through such grant process; and,

WHEREAS, The City has been advised by the County that the City's application has been approved; and,

WHEREAS, It is now necessary that the City and County enter into an Agreement to specifically provide the details related to the receipt of such grant by the City; and,

WHEREAS, Section 6-1-20 authorizes contractual agreements related to public services between Counties and Municipalities; and,

WHEREAS, The City and Aiken County have prepared an Intergovernmental Agreement that the City Council deems to be in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that the Intergovernmental Agreement between the City of North Augusta and County of Aiken related to the purchase and funding of radios for the Department of Public Safety, such Agreement attached hereto, marked Exhibit "A", and incorporated by reference is hereby approved. Be it further resolved that the City Administrator is authorized to execute said agreement on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 6th DAY OF DECEMBER, 2021.

SIGNED BY:



BRITON S. WILLIAMS, MAYOR

ATTESTED BY:



SHARON LAMAR, CITY CLERK

STATE OF SOUTH CAROLINA)
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)
)
)
 COUNTY OF AIKEN)

INTERGOVERNMENTAL
 AGREEMENT BETWEEN THE CITY
 OF NORTH AUGUSTA, AND AIKEN
 COUNTY, SOUTH CAROLINA
 (911 Radio Acquisition)

THIS AGREEMENT is entered into this ____ day of _____, 2021, by and between the City of North Augusta, South Carolina ("City"), and Aiken County, South Carolina ("County").

RECITALS

WHEREAS, the City desires to acquire radios to be used as part of its emergency communications equipment inventory that qualify for purchase through use of E911 fees; and

WHEREAS, by Resolution No. 17-05-84, the County established an "E911 Fee Radio Grant Policy and Process," attached to and made a part of this Agreement; and

WHEREAS, the City has requested funding through the County's Grant Policy and Process as described herein; and

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution prescribes the joint administration of functions and exercise of powers such that, "(A)" Any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof"; and

WHEREAS, the parties do not intend for the joint administration of any function or the exercise of power, but they do desire to share the costs of E911 radios described herein pursuant to the Grant Policy and Process, and the above S.C. Constitutional provision;

NOW, THEREFORE, the parties agree as follows:

1. Acquisition of E911 Radios. The County agrees to pay up to seventy-five (75%) of the cost of E911 radios that the City will obtain through purchase, lease-purchase, or similar acquisition method, provided that the total cost of the radios shall not exceed \$ _____. The City agrees to pay a minimum funding match of twenty-five (25%) percent of the cost of the radios. Nothing in this Agreement shall prevent the City from providing a greater funding match than is identified in this paragraph, or from purchasing radios at higher than the total price listed herein; provided, that in no event shall the County's portion of the acquisition costs of the radios exceed seventy-five (75%) of the total cost set forth in this paragraph. Funding provided by the County as a contribution toward the total acquisition cost described herein shall be provided to the City no later than _____ of each year until the County's portion of funding is made in full, subject to paragraph 2, below.

2. Subject to Available Funds and Appropriations. The parties agree that the County's obligation set forth in paragraph 1, above, is contingent upon funds available from E911 wire or "land line" fees collected. The County has no obligation to appropriate funds from any other source, other than collected E911 wire or "land line" fees.

3. Entirety of County Obligation. Other than providing the radio acquisition funding percentage, as available and subject to County Council appropriation, described herein, the County shall have no obligation with respect to the E911 radios the City obtains, nor of the operational or administrative control of the City's E911 service, subject only to any obligations the parties may have agreed to in separate written agreements, and subject to any requirements set forth in the County's E911 Fee Radio Grant Policy and Process. The County shall not be responsible for the payment of any other fee, cost, tax, repair, maintenance, replacement or other expense that may be associated with the use or operation of any radios purchased by the City incident to the County's funding as described herein.

4. Funding Solely For Public Safety Radios. The parties agree that any funding provided by the County subject to this Agreement shall only be used for the purchase of E911 Public Safety Radios.

5. Insurance, Indemnification and Hold Harmless Agreement. The parties to this Agreement shall bear the risk of their own actions, as they do with their day-to-day operations, and determine for themselves what kinds of insurance and in what amounts, they carry. Each party shall be solely responsible for determining that their insurance is current and adequate prior to providing assistance under this Agreement. Neither the County nor its officers, employees or agents shall be liable for any loss or injury caused in whole or in part by use of any E911 radios purchased by the City, or by the failure, malfunction, poor service or any other cause related to the performance of any radio acquired by the City. To the extent permitted by law, the City indemnifies and holds harmless the County of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known for the use of any radios or equipment the City acquires through any funding described provided in accordance with this Agreement.

6. Effective Date, Term, Termination. This Agreement shall commence on the date set forth above and shall continue until the funding described herein has been provided, subject to paragraphs 2 and 4, above.

7. Notices. Any written notices under this Agreement shall be made by mailing or hand delivering such notice to the parties at the following addresses:

To the City: City of North Augusta

ADDRESS: Municipal Building
100 Georgia Avenue North Augusta, S.C. 29841
ATTN: City Administrator

To the County: Aiken County, South Carolina
1930 University Parkway, Suite 3400
Aiken, South Carolina 29801
ATTN: Administrator

With a copy to: Aiken County Attorney
1930 University Parkway, Suite 3600
Aiken, South Carolina 29801

Such notice shall be deemed given upon being so mailed or hand-delivered. The notice address may be changed from time-to-time by notice given pursuant hereto.

8. Amendment. This Agreement may be amended, modified or changed in writing as the parties may agree.

9. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the parties, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

10. Severability. Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection, and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

11. Governing Law. This Agreement shall be governed by and construed under the laws of the State of South Carolina, and venue shall be in the circuit court in Aiken County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

CITY OF NORTH AUGUSTA

By: _____
Its: _____

WITNESS:

AIKEN COUNTY, SOUTH CAROLINA

By: _____
Its: _____