

COPY

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Via Certified Mail 7015 0640 0001 5517 6219; Return Receipt Requested

April 9, 2018

Hon. Ed Boyd, Mayor
City of Metter
P.O. Box 74
Metter, GA 30439ia: Certified Mail Return Receipt Requested

Re: Breach of intergovernmental agreements

Dear Mayor Boyd:

I hope this correspondence finds you well.

The City of Metter ("City") has not made payment to Candler County ("County") to cover the City's contribution for 'recreation' for fiscal year 2018 as required by Paragraph 3 of the Recreation Intergovernmental Agreement ("Recreation IGA") between the City and County, executed by both entities on July 1, 2014. The City has further failed to transmit and record the warranty deeds (anticipated in Exhibit 1 of the Recreation IGA) as required in paragraph 7. The Recreation IGA was for an initial term of five years, from FY 2015 through FY 2019, with an automatic renewal for an additional five years.

The County has fulfilled all of its responsibilities under the Recreation IGA and will continue doing so. The County believes that the City's failure to pay those sums required under the Recreation IGA constitutes a breach of contract, as does the City's failure to convey the property required by that same agreement. While the County will not discontinue service to the children of Metter and Candler County based upon the City's breach, the County does intend to vindicate its rights. Consequently, please accept this correspondence as the County's demand for payment of \$84,000 – constituting the consideration currently in arrears under the Recreation IGA – and the County's further

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demand that title to all property contemplated in the Recreation IGA be immediately conveyed to the County.

The City of Metter has, since 1996, contracted, with the County to house inmates and provide dispatch services for the Metter Police Department (the "Public Safety IGA"). The Public Safety IGA, approved in a Metter City Council Called Meeting on July 22, 1996, remains in effect through the end of this year. While there have been some intervening modifications to the Public Safety IGA, primarily pertaining to prisoner costs (regarding the provision of meals and medical expenses), the basic components of the Public Safety IGA have not been disturbed and remain in full force and effect.

Inexplicably (and unilaterally), the City ceased payment for public safety services during FY 2017 and, therefore, has received the service (free of charge) from the County ever since. The County, in the interest of public safety, has chosen not to terminate the Public Safety IGA and will continue to provide this service until either a new agreement is reached or a court of competent jurisdiction issues appropriate orders such that public safety is not imperiled. However, the County's good faith willingness to provide the service, despite the City's steadfast refusal to honor its payment obligations, is not and should not be construed as a waiver of the County's right to demand payment. The County will continue to toll the charges for this service. No notice of non-renewal (from the City) has been received by the County as required in paragraph IV of the Public Safety IGA. Based upon the above, the County does herein demand payment of \$80,000 for FY 2017 and 2018 services rendered.

The County is mindful that the City contends the County owes it fees regarding Animal Control. In FY 2017, the County requested and reviewed information regarding animal control calls. Based upon that review, the County had and continues to have multiple issues with the level of service provided to the County and the standard of care for animals under the control and protection of the City. The County communicated those concerns to City officials contemporaneous with the County discontinuing payment. During our meetings with City staff, it appeared City staff understood the County's expressed concerns; but, as the situation stands right now, no remedial action has been taken by the City to address those concerns. The County also has concerns about recent information it has received pertinent to: (1) the use of Animal Control animals for breeding purposes, (2) untimely euthanasia of held animals, (3) selective control enforcement and (4) the alleged misdirection of funds [raised by animal advocates] that was intended to provide medicine and medical care for animals – but was instead (allegedly) used to cover banquets and other City costs. Those very serious concerns notwithstanding, the County has honored our mutual agreement through this fiscal year. The amount due under the agreement was \$47,919.59 – which amount will cover the remaining eleven payments for FY 2017 and all twelve payments for this fiscal year. Payment has been made and the County has honored all of our obligations. We expect the City to do likewise.

The City has not made any of the monthly payments due for the Billing and Collection of City Taxes per that Intergovernmental Agreement dated February 2, 2009 (the "Tax

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Collection IGA"). The total annual sum thereunder is \$5,400, to be paid in monthly installments of \$450 by the 15th of each month. The last payment received from the City was June 22, 2017. The County has received no notice of termination as required by Section V of the Tax Collection IGA and the County has, as with all of the other IGA(s) the City has breached, honored same by collecting the current year's property taxes and paying the Tax Commissioner compensation as detailed in the Tax Collection IGA.

Per the Tax Collection IGA, Section III paragraph (a), please accept this correspondence as the County's mandated thirty (30) day notice of demand for payment of all amounts in arrears. Failure to pay within this thirty-day time frame will authorize the Tax Commissioner to offset the taxes collected on behalf of and payable to the City in the amount of the unpaid compensation due to the County.

The County, hereby, issues a demand for immediate payment of all funds due by the City to the County as detailed in this letter. The County would respectfully request that the City make known its intention with respect to full payment of those amounts in arrears within thirty (30) days of the letterhead date. If the County hears nothing by that time, the County will assume the City's answer is that it will pay nothing. The County regrets having to make this written demand, and expresses its sincere concern that the fractious relationship between our two governments is not serving the best interests of our respective constituencies or the County as a whole. The City and County should be working together for the good of all, and the public interest should dictate that we honor our agreements. However, it is (stated diplomatically) challenging to negotiate with a partner that disavows contracts and agreements apparently at whim, and then simultaneously demands that the County enter into new contracts – while the old contracts are in active breach. That is an untenable situation. That said, the County remains willing to return to the table with the City and resolve differences.

Sincerely;



Douglas R. Eaves
County Administrator

On behalf of and at direction from the Candler County Board of Commissioners

Cc: Ken Jarrard, Esq.