

SETTLEMENT AGREEMENT
BETWEEN
CITY OF SAVANNAH
AND
CHATHAM COUNTY, GEORGIA

This agreement is made by and between the Board of Commissioners of Chatham County hereinafter "County" and the Mayor and Alderman of the City of Savannah hereinafter "City" collectively referred to as parties

WHEREAS, the County and City operated a joint police force pursuant to an Intergovernmental Agreement for an organization known as Savannah Chatham Metropolitan Police Department ("SCMPD") said original agreement being dated 16th day of October, 2013 and said agreement being amended and modified on February 26, 2016;

WHEREAS, the City of Savannah gave notice to the County on July 21, 2017 of its intent to terminate the agreement effective February 1, 2018;

WHEREAS, the City is of the opinion that the County owes additional sums of money to cover the expense of SCMPD in the amount that ranges from \$6.2 million to \$7.2 million and the County disputes that any such amount is due and owed;

WHEREAS, the City staff, County staff and elected officials have met on numerous occasions in an effort to resolve the alleged amount due from the County and City and after negotiations the County and City have reached this compromise settlement agreement to resolve the outstanding issue of any amount due from the County and City; and

WHEREAS, the County and City will develop an operating agreement to outline the County's management of the E911 emergency communications to be effective for calendar year 2018.

NOW THEREFORE, based on the compromise of each the parties the City and County entered into this settlement agreement on all amounts which may or may not be due from the County to the City under the terms or the Intergovernmental Agreement and Amended Intergovernmental Agreement stated above and agree to settlement more particularly as follows:

1. Recitals contained above are incorporated by reference and made a part of this agreement.
2. The County as part of the terms and conditions of the Amended Intergovernmental Agreement of 2016 agreed that it would pay for the cost of police services under such agreement the amount being \$13,100,000 per fiscal year for both FY2016 and FY2017. Due to County budget cycles, the County actually paid for FY2016 the amount of \$14,154,780 and for FY2017 \$12,054,220 for a total of \$26,209,000 when divided by

two constitutes \$13,100,000 per year in accordance with the Intergovernmental Agreement.

3. The City alleges that additional sums are due above the \$13,100,000 in the amount that range from \$6.2 million to \$7.2 million which is disputed by the County.
4. The County acknowledges that since the Intergovernmental Agreement does not terminate until February 1, 2018 that the County will owe its prorated share or part thereof for the cost of services for the month of January 2018.
5. The County has agreed that it will offer as a compromise settlement of disputed amounts claimed due from the County to the City in the following payments which shall be accepted by the City in full settlement of any amount due from the County to the City for police services under the Intergovernmental Agreements.
6. The County would offer as full settlement amounts of additional payments for CY2016 of \$1,054,780 and offer an additional like sum payment for CY2017 in the amount of \$1,054,780 for an additional total sum payment of \$2,109,560. The sum of \$1,054,780 is being derived by taking the amount of costs paid by the County in September 2015 of \$14,154,780 less the amount of cost paid by the County in February 2016 \$13,100,000 for a difference of \$1,054,784.
7. Further, the County will pay the City the sum of \$1,179,564 for police services provided during the month of January 2018. Said figure being derived by taking 1/12 of the annual cost for police services in 2016 and 2017 as amended herein of \$14,154,780 which is \$1,179,564.
8. The County in consideration of this agreement will have police services extended by the City through January 31, 2018. Any further consideration paid to either party would have to be by written mutual agreement of the City and County.

SO AGREED this _____ day of _____, 2017.

{Signatures on Following Page}

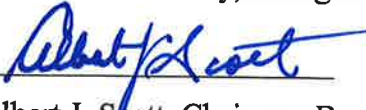
Mayor and Aldermen of the
City of Savannah/

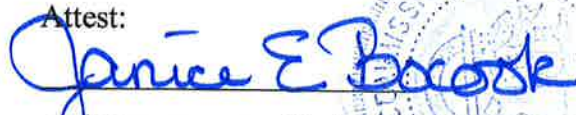
City Manager

Attest:

Clerk

Board of Commissioners
of Chatham County, Georgia


Albert J. Scott, Chairman Board of Commission

Attest:

Janice E. Bocook, Clerk of Commission
(SEAL)



Reviewed and Approved By:



R. Jonathan Hart
County Attorney