

**STATE OF GEORGIA
COUNTY OF HALL**

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered this the ____ day of _____, 2023, by and between the **Chicopee Woods Area Park Commission**, a body corporate and politic, a political subdivision of the State of Georgia, and a public corporation created and empowered by an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. Laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (“Chicopee Woods”), and **Hall County**, a political subdivision of the State of Georgia (the “County”).

WITNESSETH:

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating of nature and science facilities and the usual and convenient facilities appertaining to such an undertaking and the leasing of any part or all of such facilities, including real and personal properties, so as to assure the efficient and proper development, maintenance and operation thereof; and

WHEREAS, on September 11, 1989 the Chicopee Woods Area Park Commission and Hall County entered into an agreement whereby Chicopee Woods leased the 7.56-acre nature and science center parcel (the “Project”) to Hall County; and

WHEREAS, pursuant to the same agreement, Hall County agreed to construct the Project and subleased the Project to Chicopee Woods upon completion of construction; and

WHEREAS, pursuant to the agreement, Chicopee Woods agreed to operate and maintain the Project; and

WHEREAS, as a part of the agreement, Hall County agreed to provide property insurance for the Project and Chicopee Woods agreed to provide all other insurance for the Project; and

WHEREAS, the parties now desire to amend the insurance requirements of the agreement to require that Chicopee Woods shall be responsible for procuring, or cause to be procured, all insurance, including property insurance, on the Project, including all buildings and grounds associated therewith;

NOW, THEREFORE, Chicopee Woods and Hall County hereby agree as follows:

1.

Subsection 7(c) shall be revised by deleting said subsection in its entirety and inserting in lieu thereof the following:

“Property Insurance: Chicopee Woods shall procure, or cause to be procured, fire and extended coverage insurance on the nature and science center, including all buildings and grounds associated therewith. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damaged property has been restored to at least its pre-damaged condition, the excess proceeds shall become the property of Chicopee Woods. Chicopee Woods hereby agrees to indemnify and hold harmless the County against any and all claims arising from, or related to, the operation, regulation, and maintenance of the project, including attorney’s fees and costs incurred in defending such claims or causes of action.”

2.

All remaining provisions of the agreement of September 11, 1989 shall remain in full force and effect.

IN WITNESS WHEREOF, Chicopee Woods and the County, acting through their duly authorized agents, have caused this Amendment to be signed, sealed and delivered on the date indicated herein.

**CHICOPEE WOODS AREA
PARK COMMISSION**

By: _____
RK Whitehead, Chairman

Attest: _____
Steve Gilliam, Secretary

(SEAL)

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Board of Commissioners of Hall
County

Attest: _____
Jennifer Rivera, County Clerk
Board of Commissioners of Hall
County

(SEAL)