

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
CITY OF BUFORD, GEORGIA
INTERGOVERNMENTAL AGREEMENT
FOR COOPERATIVE PAVING OF A SECTION OF NEW BETHANY ROAD

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers municipalities and counties to cooperate with each other and to that end enter into agreements with each other for up to fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the City of Buford, Georgia (hereinafter "Buford") and Hall County, Georgia (hereinafter "Hall") desire to enter into an Intergovernmental Agreement whereby Buford will pave a section of New Bethany Road that runs intermittently through the incorporated area of the City of Buford and intermittently through unincorporated Hall County, and whereby Hall will pay Buford the estimated costs of paving those sections of New Bethany Road that run through unincorporated Hall County; and

WHEREAS, Buford and Hall desire to enter into this Intergovernmental Agreement to work cooperatively for the benefit, safety, and welfare of citizens of Buford and Hall; and

WHEREAS, the parties hereto are authorized by law to undertake or provide the activities, services, or facilities governed by this Intergovernmental Agreement;

NOW THEREFORE, the City of Buford, Georgia and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

CITY OF BUFORD, GEORGIA RESPONSIBILITIES

Buford agrees to resurface or repave a section of New Bethany Road which is approximately 3300 feet long and 18 to 20 feet wide. The section to be resurfaced runs from the intersection with South Waterworks Road to the northern boundary of the "Old Stringer Property" (which is located at 6191 New Bethany Road and identified as parcel number 07328 003002), and is more specifically identified by the map attached hereto as Exhibit A. Buford will manage the project and will provide all plans, specifications, and maps to the County for approval prior to commencing work. The section of New Bethany Road to be resurfaced that lies within the City of Buford consists of approximately 1,940 feet of roadway. The section of New Bethany Road to be resurfaced that lies within unincorporated Hall County consists of approximately 1,360 feet of roadway, including 300 feet of the Porter property at 2866 Waterworks Road (parcel number 07328 002004), 410 feet of the Broadlawn Memorial Garden property at 5979 New Bethany Road (parcel number 07328 004003), and 650 feet of the Sloggy property at 6165 New Bethany Road (parcel numbers 07328 003001 and 07328 003004), and these sections shall be resurfaced to the specifications required by the Hall County Code. Buford agrees to substantially complete the resurfacing within one year of the execution of this Agreement by the parties.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

For and in consideration of the resurfacing work described more particularly in Paragraph I above and Exhibit A attached hereto, Hall agrees to pay to Buford the cost of paving the unincorporated segments of New Bethany Road listed above, which shall be no more than the sum of \$51,500.00, plus up to an additional 10% (\$5,150.00) should the cost of the paving exceed \$51,500.00, which the parties agree represents the costs to resurface the portions of New Bethany Road currently within unincorporated Hall County, Georgia. The amount paid to the City of Buford shall be no less than \$51,500.00, plus any resurfacing costs above said amount, except that the total sum paid by Hall County, Georgia shall not in any case exceed \$56,650.00. Hall agrees to make said payment within ten (10) days of the substantial completion of the resurfacing work specified herein.

III.

ASSIGNMENT

The parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

IV.

BREACH

In the event of a breach, the non-breaching party shall provide written notice of the nature and extent of the breach to the other party as prescribed herein, and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, then the non-breaching party may serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate as of the date of the receipt of the subsequent (second) notice. In the event of notice of termination, the parties shall continue to perform their duties and obligations under this Agreement during the applicable notice period(s) in the manner prescribed herein. In the event of a breach, the parties shall have all rights and remedies provided by law.

V.

NOTICE

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

Hall County, Georgia:

**County Administrator
Hall County Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504**

City of Buford, Georgia:

**City Manager
2300 Buford Highway
Buford, Georgia 30518**

VI.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between Buford and Hall as to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

VII.

AMENDMENTS

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

VIII.

EXECUTED IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

IX.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

X.

BINDING ON SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

XI.

STRICT PERFORMANCE

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

XII.

IMMUNITIES

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by federal law.

XIII.

AUTHORIZATION

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

[Signatures on following page.]

HALL COUNTY, GEORGIA

By: _____

Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

_____ (SEAL)

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

THE CITY OF BUFORD, GEORGIA

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public

My commission expires:

Exhibit A

Exhibit A



Esri Community Maps Contributors, Forsyth County GIS, OpenStreetMap, Microsoft, Esri, HERE, Ga
SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NGA