

STATE OF GEORGIA

COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT CONCERNING
TRAILS AND ASSOCIATED GREENSPACE AND
COMMUNITY SERVICE CENTER CAMPUS IMPROVEMENTS**

This Intergovernmental Agreement, entered into as of the 9th day of December, 2021, by and between HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Hall County, Georgia, (hereinafter referred to as "Hall County"), and the CITY OF GAINESVILLE, a municipal corporation by and through its duly authorized governing body, the Mayor and City Council of Gainesville, Georgia (hereinafter referred to as "Gainesville"), the purpose of which is to set forth the responsibilities and obligations of each party as to 1) the design and construction of a segment of the Highlands to Islands trail known as the "Airport Connector" as shown on Exhibit 1 and 2) the Community Service Center Campus Improvements. This Agreement as it relates to such issues shall provide as follows:

WHEREAS, Hall County and the qualified municipalities of Hall County entered into an Intergovernmental Agreement dated August 22, 2019 ("IGA") naming and allocating projects to be funded through a special one percent (1%) sales and use tax to be approved by the voters of Hall County ("SPLOST VIII"); and

WHEREAS, included within the terms of Exhibit "A" of the IGA were two county-wide Level II Projects for Hall County described as 1) Trails and Associated Greenspace with an estimated \$7,000,000 cost allocation and 2) Community Service Center Campus Improvements with an estimated \$250,000 cost allocation; and

WHEREAS, the Qualified Voters of Hall County on November 5, 2019, by special

election, approved a special one percent (1%) sales and use tax to be levied within Hall County for a period of six (6) years for the raising of approximately \$216,960,000 for the purpose of funding certain capital outlay projects within the incorporated and unincorporated areas of Hall County; and

WHEREAS, Gainesville has been planning, constructing, expanding and maintaining a trail system in the City; and

WHEREAS, Hall County has been planning, constructing, expanding and maintaining a trail system in the County; and

WHEREAS, a critical connection of the trail system between Gainesville and Hall County, known as the Airport Connector and shown on Exhibit 1, needs to be designed and constructed; and

WHEREAS, the Airport Connector has been identified by the Highlands to Islands Trail Committee, comprised of Hall County, Gainesville, Oakwood, Flowery Branch, Greater Hall MPO and the Vision 2030 Trail Committee, as a priority connector for the Highlands to Islands Trail; and

WHEREAS, Hall County agrees to allocate \$2,100,000 of SPLOST VIII funding for the design and construction of the Airport Connector of the Highlands to Islands Trail; and

WHEREAS, Hall County and Gainesville agree to jointly participate in the Community Service Center and recognize the need for improvements to facilitate better flow and access around the campus; and

WHEREAS, Hall County agrees to allocate \$250,000 to the Community Service Center Campus Improvements; and

WHEREAS, the Airport Connector and Community Service Center Campus

Improvements will provide substantial benefits to the residents of Gainesville and Hall County who utilize the Highlands to Islands Trail and Community Service Center;

NOW, THEREFORE, it is agreed by and between Hall County and Gainesville as follows:

1.

Hall County shall fund 1) a portion of the design and construction of the Airport Connector through the use of special purpose local option sales tax in the amount of \$2,100,000 and 2) the Community Service Center Campus Improvements in the amount of \$250,000 as permitted by the SPLOST VIII Resolution as approved by the qualified voters of Hall County, and as set forth in the IGA.

2.

Gainesville and Hall County mutually agree that the route for the Airport Connector, as more particularly described on Exhibit 1, which is attached hereto and by this reference made a part hereof, is the most suitable route upon which to connect the Highlands to Islands Trail.

3.

Gainesville shall contract for professional services as necessary for the design and implementation of construction of 1) the Airport Connector and 2) the Community Service Center Campus Improvements, including but not limited to, civil plans and drawings, engineering and surveying services. All design and engineering decisions shall be made by Gainesville; however, Gainesville will make all civil plans and drawings available to Hall County for its review, comment and approval.

Gainesville agrees to bid out the construction of the projects. In doing so, Gainesville

will comply with all of the State of Georgia's, the County's and the City's public bidding requirements. Gainesville shall award the bid or rebid the Airport Connector, in its sole discretion; however, Gainesville will make Hall County aware of any bid or rebid decisions to allow for review and comment. Gainesville agrees to consider the use of inmate labor where cost savings are evident.

4.

Gainesville shall maintain all financial records representing expenditures incurred in the design, bidding, engineering, construction and equipping of the projects, and shall provide copies of such to the County concurrent with the receipt of payments made by Hall County to Gainesville as provided in paragraph 5 hereof.

To ensure that SPLOST VIII funding is sufficient to satisfy project expenditures, the parties agree to plan and undertake the completion of such project on a timeline consistent with sales tax collections.

5.

a. Gainesville shall deposit their funds in the existing Gainesville Special Purpose Local Option Sales Tax Fund (the "SPLOST Fund"). Gainesville shall create separate accounts for the Airport Connector and Community Service Center Campus Improvements within the SPLOST Fund to record deposits and expenditures for these joint projects. Gainesville shall act as the depository and custodian of the SPLOST VIII proceeds received by Gainesville upon such terms and conditions as may be acceptable to Gainesville. Upon receipt of the annual disbursement of the SPLOST Funds from Hall County under paragraph 5(b) below, such funds from Hall County shall be deposited in the SPLOST Fund and accounted for in the respective project accounts.

b. Hall County shall receive SPLOST VIII tax proceeds from the State as required by statute and the SPLOST VIII IGA and allocate such tax proceeds into the SPLOST Fund in accordance with the terms of the SPLOST VIII IGA.

(i) Hall County shall further allocate proceeds and deposit from the SPLOST VIII proceeds into the Level II Projects subaccount in accordance with Exhibit "A" of the SPLOST VIII IGA on a monthly basis until the County's Level II Projects including the 1) Trails and Associated Greenspace and 2) Community Service Center Campus Improvements have been fully funded based on the allocation levels set out in Exhibit "A" to the SPLOST VIII IGA in an amount not less than the sum of \$35,871,920.00.

(ii) Hall County shall disburse **two million one hundred thousand dollars** (\$2,100,000.00) from the Level II Projects subaccount to Gainesville for the Airport Connector Project in three (3) equal annual payments of **seven hundred thousand dollars** (\$700,000) payable beginning in December 2021 and ending December 2023. Should the Airport Connector Project be completed at a cost less than \$2,100,000, any remaining funds in the Airport Connector Account shall be returned to Hall County.

(iii) Hall County shall disburse **two hundred fifty thousand dollars** (\$250,000) from the Level II Projects subaccount to Gainesville for the Community Service Center Campus Improvements in one payment of two hundred and fifty thousand dollars (\$250,000) payable beginning in December 2021. Should the Community Service Center Campus Improvements be completed at a cost less than \$250,000, any remaining funds in the Community Service Center Campus Improvement Account shall be returned to Hall County.

6.

The term of this Agreement shall be for a period beginning with the date that the last party hereto executes the Agreement, and ending upon completion of the Airport Connector

and Community Service Center Campus Improvements as well as completion of payments, expenditures and disbursements from the Airport Connector Account and Community Service Center Campus Improvements Account set forth under paragraph 5 above.

7.

Builder's risk insurance shall be maintained during construction by Gainesville, which may require such insurance as a provision of the construction contract. In the event any portion of the Airport Connector or Community Service Center Campus Improvements is damaged, or destroyed, all insurance proceeds shall be applied to the replacement and completion of the Airport Connector or Community Service Center Campus Improvements, whichever is applicable.

8.

This Agreement constitutes the sole agreement of the parties as to the Airport Connector and Community Service Center Campus Improvements and shall be binding on the parties and the successors in office of the governing bodies of each party.

9.

Hall County shall indemnify and hold harmless Gainesville, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Hall County to the extent authorized by law.

10.

Gainesville shall indemnify and hold harmless Hall County, its agents, contractors, employees and assigns from any and all claims resulting from any fault of Gainesville to the extent authorized by law.

11.

The terms of this Agreement shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Hall County and Gainesville.

12.

This Agreement shall be construed under the laws of the State of Georgia. Jurisdiction and venue shall be in the Superior Court of Hall County, Georgia.

13.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of Hall County and Gainesville to provide separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

14.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail addressed as follows:

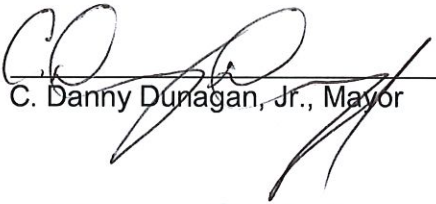
City of Gainesville
ATTN: City Manager
P. O. Box 2496
Gainesville, GA
30503


Hall County Commission
ATTN: County Administrator
P. O. Box 1435
Gainesville, GA 30503

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Agreement the date and year above.

CITY OF GAINESVILLE, GEORGIA

By: 
C. Danny Duragan, Jr., Mayor

Attest: 
Denise Jordan, City Clerk

Date: November 16, 2021


HALL COUNTY, GEORGIA

By: 
Richard Higgins, Chairman

Attest: 
Lisa A. Ritchie, County Clerk

Date: December 9, 2021

Approved as to Form:


City Attorney

Approved as to Form:


County Attorney



EXHIBIT 1

AIRPORT CONNECTOR OF THE HIGHLANDS TO ISLANDS TRAIL

