

STATE OF GEORGIA

COUNTY OF HALL

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

This Addendum, entered into as of the ____ day of _____ 2024, 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"), relating to the funding and construction of a segment of the Highlands to Islands trail known as the "Airport Connector" as shown on Exhibit 1. This Addendum as it relates to such issues shall provide as follows:

WHEREAS, Hall County and Gainesville entered into an Intergovernmental Agreement dated December 9, 2021 ("2021 IGA") as shown on Exhibit 2, outlining the responsibilities and obligations of each party as to the design and construction of a segment of the Highlands to Islands trail known as the "Airport Connector"; 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, due to the priority of the Airport Connector as a connector for the Highlands to Islands Trail, it is necessary to amend the 2021 IGA, to include the agreement of Hall County

to allocate an additional \$3,200,000 of SPLOST VIII funding for the construction of the Airport Connector of the Highlands to Islands Trail; and

WHEREAS, the Airport Connector will provide substantial benefits to the residents of Gainesville and Hall County who utilize the Highlands to Islands Trail;

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

1.

Hall County shall fund a portion of the construction of the Airport Connector through the use of special purpose local option sales tax as permitted by the SPLOST VIII Resolution as approved by the qualified voters of Hall County.

2.

Hall County agrees to allocate an additional \$3,200,000 of SPLOST VIII funding for the construction of the Airport Connector of the Highlands to Islands Trail, in addition to the \$2,100,000 of SPLOST VIII funding already allocated through the 2021 IGA.

3.

Gainesville agrees to bid out the construction of the project. 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 bidding and construction of the project 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 Airport Connector account (the "Airport Connector Account") within the Gainesville Special Purpose Local Option Sales Tax Fund (the "SPLOST Fund") created in accordance with the 2021 IGA to record deposits and expenditures for this project. 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 disbursement of the SPLOST funds from Hall County under paragraph 5(b) below, such funds from Hall County shall be deposited in the Airport Connector Account.

b. Hall County shall disburse three million two hundred thousand dollars (\$3,200,000.00) from the Level II Projects subaccount to Gainesville for the Airport Connector project in one (1) payment payable no later than one-hundred and fifty (150) days from the date the last party hereto executes this Addendum.

c. Should the Airport Connector project be completed at a cost less than \$5,300,000,

any remaining funds in the Airport Connector Account shall be returned to Hall County.

6.

The term of this Addendum shall be for a period beginning with the date that the last party hereto executes this Addendum, and ending upon completion of the Airport Connector as well as completion of payments, expenditures and disbursements from the Airport Connector Account.

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 is damaged, or destroyed, all insurance proceeds shall be applied to the replacement and completion of the Airport Connector.

8.

This Addendum and the 2021 IGA constitute the sole agreement of the parties as to the Airport Connector 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 Addendum shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Hall County and Gainesville.

12.

This Addendum 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 Addendum shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Addendum 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 Addendum 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:

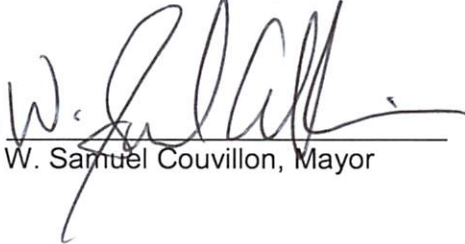
City of Gainesville
ATTN: City Manager
P. O. Box 2496
Gainesville, GA
30503

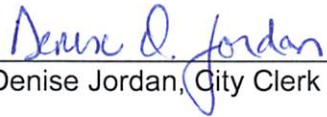
Hall County Commission
ATTN: County Administrator
P. O. Box 1435
Gainesville, GA 30503

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.

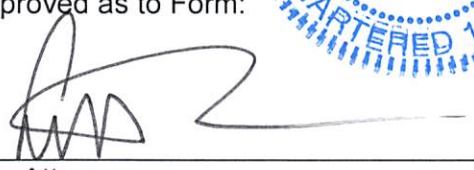
IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Addendum the date and year above.

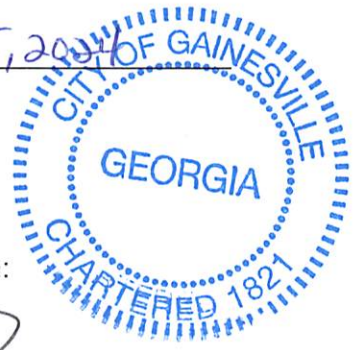
CITY OF GAINESVILLE, GEORGIA

By: 
W. Samuel Couvillon, Mayor

Attest: 
Denise Jordan, City Clerk

Date: March 5, 2017

Approved as to Form:

City Attorney



HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

Attest: _____
Jennifer Rivera, County Clerk

Date: _____

Approved as to Form:

County Attorney