

INTERGOVERNMENTAL AGREEMENT

FOR

ATHENS STREET CORRIDOR PARK, RECREATIONAL TRAIL, AND LIGHTING,
PEDESTRIAN, AND GENERAL FACILITY IMPROVEMENTS

**GEORGIA OPB IMPROVING NEIGHBORHOOD OUTCOMES IN
DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT**

This agreement, made and entered into on the ____ day of _____, 2024, by and between Hall County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Hall County") and the City of Gainesville, Georgia, a municipal corporation, (hereinafter referred to as "City of Gainesville") for the purpose of setting forth the responsibilities of each party concerning project design and engineering of the Athens Street Corridor Improvements including the City's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" and Hall County's "Butler Park and South Athens Street Improvements" projects, funded in part with a Georgia OPB Improving Neighborhood Outcomes in Disproportionately Impacted Communities (INODIC) Grant, hereinafter called "the Project."

WITNESSETH

WHEREAS, Hall County and the City of Gainesville each were awarded a State *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* Grant to improve neighborhood features that promote improved health and safety outcomes such as parks, greenspaces, recreational facilities, sidewalks, transportation, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, and other projects that revitalize public spaces; and

WHEREAS, the 2022 Athens Street-129 South Corridor Master Plan illustrates a stakeholder-driven vision to invest in Athens Street and to reconnect it both visually and physically as well as outlines recommendations related to sidewalk connectivity, improved pedestrian safety, greenspace and gathering places in the Athens Street corridor and lists several activities under the "Implementation Plan" intended to realize the vision of a safe, connected community; and

WHEREAS, Hall County and the City of Gainesville are committed to assisting with the implementation of the 2022 Athens Street Master Plan and intend to use their respective \$2.4 million *Improving Neighborhood Outcomes in Disproportionally Impacted Communities* grants to provide a complete pedestrian network in order to enhance safety and walkability, to beautify the corridor with street trees and other landscaping, and to provide new or improved parks, trails, greenspaces and gathering places; and

WHEREAS, the anticipated improvements along Athens Street which will be funded by the INODIC grant funds will benefit both residents of the City of Gainesville and residents of unincorporated Hall County as unincorporated residential areas exist both adjoining and close to Athens Street; and

WHEREAS, both Hall County and the City of Gainesville recognize the benefits of efficiency, effectiveness and continuity in coordinating projects, and using one engineering firm to design both the City and County INODIC funded projects; and

WHEREAS, both Hall County and the City of Gainesville believe that it is in the best interest of the community to coordinate efforts towards a successful park, trail, and pedestrian facility, and towards transportation improvements along the Athens Street corridor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

1. The City of Gainesville shall take the role of lead agency of this coordinated project, and as such, Hall County agrees to follow the City's procurement policy and procedures for selecting the engineering firm, provided that said procurement is in compliance with the INODIC grant requirements.
2. Hall County and the City of Gainesville agree that the coordinated project is comprised of a "Hall County" section and a "City of Gainesville" section as more specifically described as:
 - a) Hall County's "Butler Park and South Athens Street Improvements" portion of the coordinated includes lighting, trail, general conditions, and sidewalk/pedestrian facility improvements for and within Butler Park located at 1370 Athens Street and pedestrian facilities and infrastructure improvements within the right-of-way along Athens Street from the I-985 Bridge to Athens Highway/U.S. Highway 129-South.
 - b) City of Gainesville's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" section of the coordinated project includes pedestrian facilities, infrastructure, and streetscape improvements within the right-of-way along Athens Street from its intersection with Martin Luther King, Jr. Boulevard to the I-985 Bridge.
3. Hall County and the City of Gainesville agree that the contract for professional services shall be between the consultant/contractor and the City of Gainesville as the lead agency of this project.
 - a) Hall County and the City of Gainesville agree that the Project Work Group, which includes representatives from both parties, shall serve on the selection committee for design and construction services.
 - b) Both parties agree that both Hall County and the City of Gainesville through the Project Work Group shall be part of the decision-making process for any questions or issues raised during design for their respective portions of the coordinated project.
4. The City of Gainesville shall contract for professional services as necessary for design and engineering of this coordinated project, including but not limited to surveying and engineering services, civil plans and drawings, and lighting plans with photo-metrics.
 - a) Hall County and the City of Gainesville agree that procurement of the engineering firm shall include civil engineering and project design services, including separate add alternatives for each party for their respective bid administration, construction management, and field inspections throughout construction for their respective segments of the project.

- (i) Hall County's "Butler Park and South Athens Street Improvements" portion of the project accounts for 4,428.03 linear feet or 50.06% of the total project area.
 - (ii) City of Gainesville's "Reclaiming Places for Healthy Spaces – Athens Street Trail and Park" section of the project accounts for 4,417.21 linear feet or 49.93% of the total project area.
 - (iii) Hall County and the City of Gainesville agree that the professional services contract shall be billed at 50% for Hall County's portion and 50% for the City of Gainesville's portion.
- b) Hall County and the City of Gainesville agree that invoices from the consultant shall be submitted to the City as the lead agency and shall be paid on a monthly basis.
 - (i) The City of Gainesville shall share invoices with Hall County for review, verification, and approval by its staff.
 - (ii) Once an invoice is approved by both the City and Hall County, the City of Gainesville shall issue payment to the consultant.
 - (iii) Hall County shall issue a check payable to the City of Gainesville for reimbursement of its 50% portion of the invoice with a memo recognizing payment is for the "INODIC Grant Project".
 - (iv) Hall County's payment to the City of Gainesville shall be made on a monthly basis starting the month following payment by the City of Gainesville of the consultant's first invoice.
- 5. Hall County and the City of Gainesville agree that each party, separately and individually, shall bid out the construction of their respective sections of the project.
- 6. Hall County and the City of Gainesville recognize that the Athens Street corridor falls within the City limits of Gainesville and is public right-of-way maintained by the City of Gainesville. The parties agree that upon completion of construction of both segments the City of Gainesville shall continue to maintain the improvements within the public right-of way along Athens Street.
- 7. Hall County and the City of Gainesville shall maintain their own respective financial records recording expenditures incurred in the design and engineering and shall submit their respective grant reports and draw requests. The City of Gainesville shall provide to Hall County proof of payment of all invoices to the design consultant.
- 8. 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 Athens Street Corridor improvements and completion of payments, expenditures and disbursements as well as upon approval of grant closeout and final certification from the Governor's Office of Planning and Budget. In the event that any party shall refuse to sign the agreement, the agreement shall be considered null and void and of no effect as to any of the parties regardless of whether they have previously signed the agreement.
- 9. This Agreement constitutes the sole agreement of the parties as to the Athens Street Corridor Improvements and shall be binding on the parties and the successors in the

office of the governing bodies of each party.

10. Hall County shall indemnify and hold harmless the City of 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.
11. The City of Gainesville shall indemnify and hold harmless Hall County, its agents, contractors, employees and assigns from any and all claims resulting from any fault of the City of Gainesville to the extent authorized by law.
12. 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 the City of Gainesville.
13. This Agreement shall be construed under the laws of the State of Georgia. Jurisdiction and venue shall be with the Superior Court of Hall County, Georgia.
14. 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 the City of 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.
15. Any notice or communications under this Agreement shall be in writing and shall be deemed to have been given by delivering it personally or by certified mail addressed as follows:

As to Hall County:

Zachary Propes
County Administrator
P.O. Drawer 1435
Gainesville, GA 30503

As to Gainesville:

Bryan Lackey
City Manager
300 Henry Ward Way
Gainesville, GA 30501

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

CONTINUED ON NEXT PAGE.

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

CITY OF GAINESVILLE, GA

By: W. Samuel Couvillon
W. Samuel Couvillon, Mayor

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

Attest: Denise O. Jordan
Denise Jordan, City Clerk

Attest: _____
Jennifer Rivera, County Clerk

Date: March 5, 2024

Date: _____

Approved as to Form:

[Signature]
City Attorney

Approved to as to Form:

County Attorney



