

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
HALL COUNTY SCHOOL DISTRICT
INTERGOVERNMENTAL AGREEMENT
FOR COOPERATIVE USE, MAINTENANCE, AND PAYMENT OF UTILITIES
AS TO JOINT PUBLIC FACILITIES

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers public school districts and counties to cooperate with each other and to that end enter into agreements with each other for up to twenty (20) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, including doing so for the purpose of organizing, promoting, and conducting programs of community recreation and benefit, and for the purposes of education for children and adult citizens of the State; and

WHEREAS, the Hall County School District and Hall County, Georgia desire to establish a basis for the cooperative use, maintenance, and payment of utilities of their joint recreational and educational facilities listed herein which are located within the Hall County community.

NOW THEREFORE, the Hall County School District and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

PURPOSE OF THE INTERGOVERNMENTAL AGREEMENT

Hall County, Georgia (“the County”) is committed to provide quality leisure and recreational activities and opportunities to its citizens which contribute to their overall health, safety, and general well-being. Likewise, the Hall County School District (“the School District”) is dedicated to combining a quality learning experience with physical activities in order to provide a well-rounded education for its students. Often, the same types of facilities, equipment, and services are required and desirable to accomplish both the stated purpose of the County and the stated purpose of the School District.

Historically, the County and the School District have jointly cooperated in the development, maintenance, use, and payment for/of certain joint recreational facilities, equipment, and services. In order to avoid duplication of such facilities, equipment, and services and to provide benefit to the citizens and taxpayers of Hall County, the County and the School District wish to continue to cooperate with one another as to such facilities, equipment, and services and the use, maintenance, and payment therefor whenever it is feasible for both entities. The parties also wish to memorialize and consolidate their agreements relating to joint facilities into one comprehensive intergovernmental agreement for easy reference. Therefore, the parties contract herein as follows.

II.

TERM

The term of this intergovernmental agreement shall be 20 years from the date of its full adoption and execution by the parties, or until this agreement is terminated pursuant to the termination provisions contained herein. Upon written mutual consent of both parties, this agreement may be extended by a period of 10 years at any time prior to the expiration hereof.

III.

PRIOR AGREEMENTS BETWEEN THE PARTIES

The parties acknowledge the existence of two prior intergovernmental agreements between them that relate to the facilities discussed herein dated March 12, 2001 and June 10, 2004. This intergovernmental agreement shall supersede these agreements and all other prior agreements between the parties as to the use, maintenance, and payment for utilities relating to the joint facilities listed herein. However, this intergovernmental agreement shall not supersede the provisions of any prior intergovernmental agreements between the parties as to matters other than the use, maintenance, and payment for utilities relating to the facilities specifically listed herein.

IV.

EAST HALL COMMUNITY CENTER AND PARK

The parties acknowledge that they have a shared facility called the East Hall Community Center and Park located at 3911 P Davison Road, Gainesville, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall split the cost of all utilities for the Two Youth Baseball Fields by a 50%/50% split.

High School Softball Field and High School Baseball Field: The School District shall have the right to exclusive use of these two fields and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for the High School Softball Field and High School Baseball Field by a 50%/50% split.

High School Baseball Scoring Tower, Concessions, and Restroom Building: The School District shall have the right to exclusive use of the Scoring Tower, Concessions, and Restroom Building at the High School Baseball Field and shall be responsible for all maintenance of this facility. The parties shall split the cost of all utilities at this facility by a 50%/50% split.

Tennis Courts: The parties shall share use of the Tennis Courts and the School District shall have the right of first use of all Courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts whenever the School District

has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the Tennis Courts by a 50%/50% split. As to all major repairs to the Tennis Courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Multipurpose Field and Track: The parties shall share use of the Multipurpose Field and Track and the School District shall have the right of first use of the Field and Track. The County shall have the right to use the Multipurpose Field and/or Track whenever the School District has not reserved them. The County shall be responsible for mowing the Multipurpose Field and the School District shall be responsible for all other maintenance of the Multipurpose Field and Track. The parties shall split the cost of all utilities for the Multipurpose Field and Track by a 50%/50% split.

High School Softball and Youth Baseball Fields Scoring Tower, Concessions and Restroom Building: The parties shall share use of this facility and the School District shall have the right of first use. The County shall have the right to use the facility whenever the School District has not reserved it. The School District shall be responsible for maintenance of this facility. The parties shall split the cost of all utilities for this facility by a 50%/50% split.

Maintenance Building: The parties shall share use of the Maintenance Building according to the currently dedicated portions of the Building for use by each party. Each party shall be responsible for all maintenance required for their own dedicated portion of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Community Center: The County shall have exclusive use of the Community Center unless the School District requests use of some or all of the Community Center in which case the County will use its best efforts to reasonably accommodate such a request. The Community Center shall be maintained solely by the County and the County shall pay for all utilities for the Community Center.

Playground: The County shall have exclusive use of the Playground and shall be responsible for all of its maintenance and shall bear all its costs, including utilities if any.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-stripping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Sidewalks and Landscaped Areas: The parties shall share use of the sidewalks and landscaped areas. To the extent that the parties agree that the sidewalks and/or landscaped areas require maintenance, the costs of said maintenance shall be divided by a 50%/50% split.

Reservation System: As to any facilities described above other than the parking lots and the sidewalks and landscaped areas that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

V.

SARDIS SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Sardis Sports Complex located at 2811 Sardis Road, Gainesville, Georgia. The parties agree that the facility shall be operated as follows:

High School Baseball Field: The School District shall have the right to exclusively use the Baseball Field and shall be responsible for all maintenance of it. The School District shall be responsible for the cost of utilities for the Baseball Field.

High School Softball Field: The School District shall have the right to exclusively use the Softball Field and shall be responsible for all maintenance of it. The School District shall be responsible for the cost of utilities for the Softball Field.

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields and shall be responsible for all maintenance of the fields. The County shall also be responsible for the cost of all utilities for the Two Youth Baseball Fields.

Tennis Courts: The parties shall share use of the Tennis Courts and the School District shall have the right of first use of all Courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the Tennis Courts by a 50%/50% split. As to all major repairs to the Tennis Courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Cross-Country Course: The School District shall have exclusive use of the Cross-Country Course. The School District shall be responsible for maintenance of the Cross-Country Course and shall also be responsible for the cost of any utilities relating to such Course.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-striping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Old Tennis Court: The School District shall have the right to exclusive use of the Old Tennis Court. The School District shall be responsible for the cost of all utilities for the Old Tennis Court, and shall be responsible for all maintenance of the Old Gymnasium. Should the parties agree to a sale or other transfer of the Old Tennis Court between them, the provisions of this paragraph will not survive such a sale or transfer unless agreed to in writing by all parties to this Agreement.

Restroom/Concession Building: The County shall have exclusive use of the Restroom/Concessions Building and shall be responsible for all maintenance and bear all costs for said building, including any utilities.

Reservation System: As to any facilities described above other than the parking lots that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VI.

HOG MOUNTAIN SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Hog Mountain Sports Complex located at 4381 Falcon Parkway, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Youth Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall split the cost of all utilities for the Two Youth Baseball Fields by a 50%/50% split.

High School Softball Field, High School Baseball Field and Hitting Facility: The School District shall have the right to exclusive use of these facilities and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for these facilities by a 50%/50% split.

Tennis Courts and Restroom Building: The parties shall share use of the Tennis Courts and adjacent Restroom Building and the School District shall have the right of first use of all courts and the building during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts and Restroom Building whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts and Restroom Building during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts and Restroom Building from May 16 to October 31 each year. The

parties shall split the cost of all utilities including electricity for the Tennis Courts and Restroom Building by a 50%/50% split. As to all major repairs to the Tennis Courts and Restroom Building that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts and Restroom Building on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Multipurpose Field: The School District shall have exclusive use of the Multipurpose Field. The School District shall be responsible for maintenance of the Multipurpose Field. The parties shall split the cost of all utilities for the Multipurpose Field by a 50%/50% split.

Cross-Country Course: The School District shall have exclusive use of the Cross-Country Course. The School District shall be responsible for maintenance of the Cross-Country Course. The parties shall split the cost of all utilities for the Cross-Country Course by a 50%/50% split.

Field House: The School District shall have exclusive use of the Field House. The School District shall be responsible for all maintenance of the Field House. The parties shall split the cost of all utilities for the Cross-Country Course by a 50%/50% split.

Maintenance Building: The County shall have exclusive use of the Maintenance Building. The County shall be responsible for all maintenance of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Scoring Tower/Restroom/Concession Building: The parties shall share use of the Scoring Tower/Restroom/Concession Building. The School District shall have the right of first use of the Scoring Tower. The County shall have the right to use the Scoring Tower whenever the School District has not reserved it and shall have access to the Scoring Tower at all times, including when the fields are being used by both parties simultaneously. The parties shall share the use of the Restroom facilities in the Building. The School District shall maintain the restrooms during and immediately after their exclusive use, and the County will maintain the restrooms at all other times. The parties shall divide the cost for maintenance of the Scoring Tower by a 50%/50% split. The concession stands located within the building shall be shared by each of the parties having access to one of the two concession stands. The County shall have the right to utilize the concession stand facing the youth fields. The School District shall have the right to use the concession stand facing the High School Softball Field. The parties shall also split the cost of all utilities for the Scoring Tower/Restroom/Concession Building by a 50%/50% split.

Parking Lots: The parties shall share use of the parking lots. To the extent that the parties agree that the parking lots require resurfacing and/or re-striping, the costs of said surfacing/stripping work shall be divided by a 50%/50% split.

Reservation System: As to any facilities described above other than the parking lots that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices,

including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VII.

SPOUT SPRINGS SPORTS COMPLEX

The parties acknowledge that they have a shared facility called the Spout Springs Sports Complex located at 6603 Spout Springs Road, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Two Youth Baseball Fields: The County shall have exclusive use of the Two Baseball Fields, and shall be responsible for the maintenance of the fields. The parties shall divide the costs of all utilities for the Two Baseball Fields by a 50%/50% split.

High School Softball Field, High School Baseball Field and Hitting Facility: The School District shall have the right to exclusive use of these facilities and shall be responsible for all maintenance of them. The parties shall split the cost of all utilities for these facilities by a 50%/50% split.

Multi-purpose Practice Field: The School District shall have exclusive use of the Multi-purpose Practice Field, and shall be responsible for the maintenance of the field. The parties shall split the cost of all utilities for this facilities by a 50%/50% split.

Tennis Courts: The parties shall share use of the tennis courts and the School District shall have the right of first use of all courts during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the tennis courts whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the tennis courts during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the tennis courts from May 16 to October 31 each year. The parties shall split the cost of all utilities including electricity for the tennis courts by a 50%/50% split. As to all major repairs to the tennis courts that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split. Staff from the County and the School District shall meet and jointly inspect the Tennis Courts and Restroom Building on or about October 24 and May 9 each year to address any needed minor maintenance and repairs.

Scoring Tower and Restroom Building: The parties shall share use of the Scoring Tower and Restroom Building. The School District shall have the right of first use of the Scoring Tower. The County shall have the right to use the Scoring Tower whenever the School District has not reserved it and shall have access to the Scoring Tower at all times, including when the fields are being used by both parties simultaneously. The parties shall share the use of the Restroom facilities in the Building. The School District shall maintain the restrooms during and immediately after their exclusive use, and the County will maintain the restrooms at all other times. The parties shall split the cost of all utilities for the Scoring Tower and Restroom Building by a 50%/50% split.

Maintenance Building: The County shall have exclusive use of the Maintenance Building. The County shall be responsible for all maintenance of the Maintenance Building. The parties shall split the cost of all utilities for the Maintenance Building by a 50%/50% split.

Reservation System: As to any facilities described above that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

VIII.

ALBERTA BANKS PARK BOBBY BAILEY TENNIS CENTER

The parties acknowledge that they have a shared facility called the Alberta Banks Park Bobby Bailey Tennis Center located at 5575 Jim Crown Road, Flowery Branch, Georgia. The parties agree that the facility shall be operated as follows:

Tennis Courts and Storage: The parties shall share use of the Tennis Courts and Storage and the School District shall have the right of first use of all courts and storage during the school year which shall be defined as November 1 to May 15 of each year. The County shall have the right to use the Tennis Courts and Storage whenever the School District has not reserved them during the school year and shall have right of first use from May 16 to October 31 of each year. The School District shall be responsible for all routine maintenance of the Tennis Courts and Storage during the above-referenced school year, except that the County shall continue garbage pickup during the full year. The County shall be responsible for routine maintenance of the Tennis Courts and Storage from May 16 to October 31 each year. The County shall be responsible for the cost of all utilities including electricity for the Tennis Courts and Storage. As to all major repairs to the Tennis Courts and Storage that the parties agree should be made, the parties shall divide the cost for such major repairs by a 50%/50% split.

Small Meeting Rooms, Kitchen, and Bathroom: The County shall have exclusive use of the Small Meeting Rooms, Kitchen, and Bathroom, and shall be responsible for all maintenance of them and for the cost of all utilities for them.

Reservation System: As to any facilities described above that are shared use under this agreement, the parties agree to work in good faith to establish a mutually acceptable and accessible reservation system that will bind the parties as to the use of the facilities. The reservation system shall include any necessary submission of schedules of games and practices, including times of use, to one or both parties prior to the start of each sports session in a manner that allows effective scheduling of facilities.

IX.

TECHNOLOGY

As to each of the shared athletic facilities referenced above, both parties agree to share responsibilities for technology applications and infrastructure at the facilities as follows:

Installation and Maintenance: The School District and the County shall each be able to install, maintain, and remove technology infrastructure, including, but not limited to, fiber, conduit, cabling, access points, and cameras, at the shared facilities. Each party shall bear its own costs and responsibility of compliance for the work it undertakes. Any work conducted in facilities built primarily for one party's use, e.g., community centers, must have prior approval of the primary party before beginning any work. All work completed must be completed according to the primary party's current technical standards and by the primary party's approved contractors. Neither party shall block access to the other during any infrastructure installation or maintenance.

Wi-Fi Access: Any technology users at the shared facilities with School District credentials shall be able to access Wi-Fi during all events held there to ensure student connectivity for schoolwork.

Legal Compliance: All School District technology resources will comply with state and local laws, including necessary filtering.

Technical Drawings: Both parties agree to maintain and update technical drawings and to share updates with each other within 30 days of any modifications.

Ownership and Maintenance: Each party shall own and maintain its technology installations. In the event any technology infrastructure is vandalized or becomes inoperable, e.g., Wi-Fi, any necessary repairs shall be performed by the party that installed the technology as soon as practicable but, in some instances, repairs may not be made until the start of the next relevant season.

X.

PROPERTY AND GENERAL LIABILITY INSURANCE COVERAGE

As to each of the facilities referenced herein, both parties to this Agreement agree to maintain mutually acceptable property and liability coverage as to each such facility and the premises thereof which shall be sufficient and appropriate to cover the activities of the parties thereon. The Risk Managers for each of the parties shall confer and agree on appropriate coverage amounts on an injury and occurrence basis.

XI.

PARKING

In the event that both parties are using facilities within any of the parks listed herein at the same time, the parking space at such facility will be shared by the parties and shall not be considered to be exclusive to either party.

XII.

CONCESSIONS

To the extent that the above-referenced facilities contain concession stands, the revenue from these concession stands and the sale of tickets to the event(s) belongs to the entity sponsoring the event.

XIII.

CAPITAL PROJECTS

Both parties to this Agreement agree to inform the corresponding party of planned capital projects that may affect operations at any of the facilities addressed in this Agreement. The parties shall confer and agree upon the scheduling of such projects to whatever degree is feasible.

XIV.

ASSIGNMENT

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

XV.

TERMINATION

The parties hereto shall have the right to terminate this Agreement at any time for any reason by providing twelve (12) months written notice to the other party. Either party may also terminate this Agreement in the event of a material breach of the provisions of this Agreement. In the event of a breach, the non-breaching party shall provide written notice 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 shall serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate thirty (30) days after 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

XVI.

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 School District:
Superintendent

Hall County Government Center
Fourth Floor
2875 Browns Bridge Road
Gainesville, Georgia 30504

Hall County Schools
711 Green Street
Gainesville, Georgia 30501

XVII.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between the County and THE School District 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.

XVIII.

AMENDMENTS

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

XIX.

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.

XX.

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.

XXI.

BINDING ON SUCCESSORS

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

XXII.

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.

XXIII.

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.

XXIV.

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

HALL COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

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

Notary Public

My commission expires: