

**STATE OF GEORGIA**

**COUNTY OF HALL**

**INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE AND  
IMPROVEMENT OF THE HIGHLANDS TO ISLANDS MULTI-USE TRAIL**

**THIS AGREEMENT** is made and entered this the 6<sup>th</sup> day of June, 2024, by and between **Hall County**, a political subdivision of the State of Georgia (the “County”), the **City of Gainesville**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Gainesville”), the **City of Oakwood**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Oakwood”), and the **City of Flowery Branch**, Georgia, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created under an Act of the General Assembly of Georgia (“Flowery Branch”).

**WITNESSETH:**

**WHEREAS**, Hall County, the City of Gainesville, the City of Oakwood, and the City of Flowery Branch have partnered to plan and develop the Highlands to Islands Multi-Use Trail in Hall County, which will provide recreational opportunities to Hall County residents from Longwood Park in Gainesville to Lake Lanier Islands in South Hall County; and

**WHEREAS**, the Highlands to Islands Multi-Use Trail will also enhance the regional economy through a growth in recreational tourism, an increased desire to live or work near a

multi-use trail, a reduction in the impacts of traffic and congestion as well as improved health benefits and quality of life; and

**WHEREAS**, the Highlands to Islands Trail is funded by the Hall County Special Purpose Local Option Sales tax, the state and federal Transportation Enhancement Grant, the Local Maintenance Improvement Grant as well as local funds; and

**WHEREAS**, Hall County, Gainesville, Oakwood, and Flowery Branch desire to establish certain maintenance and improvement responsibilities with regard to the Highlands to Islands Trail; and

**WHEREAS**, Paragraph I of Section III of Article IX of the Georgia Constitution provides that counties and municipalities may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; provided that such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the governing authorities of each of the parties to this Agreement deem the provision of maintenance and improvements to the Highlands to Islands Trail to be in the best interest of all citizens of their respective jurisdictions;

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County, Gainesville, Oakwood, and Flowery Branch consent and agree as follows:

1.

Each City and the County which is a party to this Agreement shall be responsible for funding maintenance and improvements necessary to ensure the function and usability of the developed portion of the Highlands to Islands Multi-Use Trail. Trail maintenance for specific portions of the trail will be covered entirely by the applicable governing jurisdiction as follows:

City of Gainesville	Rock Creek Greenway, Gainesville Downtown Path, Midland Greenway, Airport Connector Trail
City of Oakwood	Downtown Oakwood Trails, Thurmond Tanner Trails
City of Flowery Branch	Downtown Flowery Branch Trails
Hall County	Chicopee Trail, Tumbling Creek Trail, Spout Springs Sidepath

A map depicting the sections of the Trail set forth above is attached hereto as Exhibit “A.” As new Trail segments are constructed, the jurisdiction responsible for the construction will inherit the maintenance responsibility unless otherwise agreed upon, in writing, by the parties hereto.

**2.**

The County Administrator and the City Manager for each party with an operating segment of the Trail shall designate a representative to serve on a Maintenance and Improvement Committee which shall make recommendations concerning maintenance standards and improvement specifications for the Highlands to Islands Trail. The governing authority of each

party will work in good faith to adopt maintenance standards and improvement specifications that ensure the proper functioning and usability of the Trail and shall take into account in adopting such standards and specifications the recommendations of the Maintenance and Improvement Committee and the Gainesville-Hall Metropolitan Planning Organization's Highlands to Islands Trail Amenities and Furnishings Design Guide, a copy of which is attached hereto as Exhibit "B".

3.

The parties agree to split the annual maintenance cost (each paying 25% of the total cost) of the Highlands to Islands Trail informational website, which was created and hosted by Hall County in 2022 ([www.highlandstoislands.org](http://www.highlandstoislands.org)).

4.

The parties shall cooperate in applying for various federal, state, and local grants which are available, or may become available, to assist in the maintenance and improvement of the Highlands to Islands Trail.

5.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, postage prepaid, as follows:

If to Hall County:

P. O. Box 1435  
Gainesville, Georgia 30503

Attention: Chairman

If to the City of Gainesville: P. O. Box 2496  
Gainesville, Georgia 30501  
Attention: City Manager

If to the City of Oakwood P. O. Box 99  
Oakwood, Georgia 30566  
Attention: City Manager

If to the City of Flowery Branch 5410 Pine Street  
Flowery Branch, Georgia 30542  
Attention: City Manager

**6.**

This Agreement, including any attachments or exhibits, constitutes the sole agreement existing between the County, Gainesville, Oakwood, and Flowery Branch with respect to maintenance and improvement of the Highlands to Islands Multi-Use Trail. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to maintenance and improvement of the Highlands to Islands Multi-Use Trail.

**7.**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the parties or except as otherwise set forth herein.

**8.**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**9.**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**10.**

Hall County, Gainesville, Oakwood, and Flowery Branch shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

**11.**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**12.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**13.**

This agreement shall be effective on the date that it is executed by all parties hereto and shall continue thereafter from year to year for a term of five (5) years. Upon the expiration of the five year term, the parties shall have the option to renew this Agreement for one additional five (5) year term.

WITNESS WHEREOF, Hall County, Gainesville, Oakwood, and Flowery Branch, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered for final execution on the date indicated herein.

**HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Richard Higgins, Chairman  
Board of Commissioners  
of Hall County

Attest: \_\_\_\_\_  
Jennifer Rivera, Clerk  
Board of Commissioners of  
Hall County

(SEAL)

(Signatures continued on next page)

**CITY OF GAINESVILLE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
City Attorney

(Signatures continued on next page)



CITY OF OAKWOOD, GEORGIA

By: *Lanar Swager*  
Mayor

Attest: *Mai Chung*  
City Clerk

(SEAL)



(Signatures continued on next page)

**CITY OF FLOWERY BRANCH,  
GEORGIA**

By: Edward R. Coltrane  
Mayor

Attest: Shelia R. Cooper  
City Clerk



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