

STATE OF GEORGIA

COUNTY OF HALL

HALL COUNTY, GEORGIA AND
CITY OF BUFORD, GEORGIA
INTERGOVERNMENTAL AGREEMENT
FOR PROVISION OF SEWER SERVICE AND BILLING FOR HALL COUNTY TAX PARCEL 08-154-000016

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes and empowers municipalities and counties to cooperate with each other and to that end enter into agreements with each other for up to fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, Hall County, Georgia (hereinafter referred to as the "County") and the City of Buford, Georgia (hereinafter referred to as "Buford") entered into a Service Delivery Strategy Agreement along with other governmental entities as to the provision of sewage collection and treatment within the confines of Hall County, Georgia and its cities dated March 23, 2017; and

WHEREAS, said Service Delivery Strategy Agreement specifically provides for certain districts for the collection and treatment of sewage, including the Buford Service District and the Hall County Service District; and

WHEREAS, said Service Delivery Strategy also provides, as to the County and Buford, for the provision of collection and treatment of sewage using Intergovernmental Agreements between Hall County and the municipalities within Hall County; and

WHEREAS, Hall County Tax Parcel 08-154-000016 (consisting of approximately 20.84 acres) is currently located within the Buford Service District for the provision of collection and treatment of sewage under the March 23, 2017 Service Delivery Strategy Agreement, and is described more particularly in Exhibit A attached hereto; and

WHEREAS, Buford City Manager Bryan Kerlin wrote to Hall County's Director of Public Works on December 3, 2024, and stated in the letter that Buford has reviewed the property relative to sanitary sewer and has determined that it is most efficient for Hall County to provide sanitary sewer service to this property, and further stated in the letter that on December 2, 2024 the Buford City Commission authorized this change in the sewer service district allowing the County to serve the property; and

WHEREAS, pursuant to the December 3, 2024 letter referenced above, the County and Buford desire to enter into this Intergovernmental Agreement so that the County will provide for collection and treatment of sewage to Hall County Tax Parcel 08-154-000016 and for any future development on said parcel and will collect all fees relating to the collection and treatment of sewage originating on said parcel pursuant to the County's policies; and

WHEREAS, Buford and the County desire to enter into this Intergovernmental Agreement to work cooperatively for the benefit, safety, and welfare of citizens of Buford and Hall County; and



WHEREAS, the parties hereto are authorized by law to undertake or provide the activities, services, or facilities governed by this Intergovernmental Agreement;

NOW THEREFORE, the City of Buford, Georgia and Hall County, Georgia hereby mutually agree and contract with each other as follows:

I.

CITY OF BUFORD, GEORGIA RESPONSIBILITIES

Pursuant to its December 3, 2024 letter, Buford agrees to authorize the County to provide sanitary sewage collection and treatment services for Hall County Tax Parcel 08-154-000016 and for any development thereon during the term of this Intergovernmental Agreement and agrees to authorize the County to collect any and all fees properly attendant thereto, including the fees referenced herein. Buford further agrees to work cooperatively with the County to submit and/or amend any documents necessary to effectuate the terms of this Intergovernmental Agreement, including submission of any documents to the Georgia Department of Community Affairs and/or amendment to the existing Service Delivery Strategy Agreement should the same become necessary.

II.

HALL COUNTY, GEORGIA'S RESPONSIBILITIES

For and in consideration of the promises and agreements by Buford described more particularly in Paragraph I above, the County agrees to provide sanitary sewage collection and treatment services for Hall County Tax Parcel 08-154-000016 beginning on the effective date of this Intergovernmental Agreement. The County further agrees to work cooperatively with Buford to submit and/or amend any documents necessary to effectuate the terms of this Intergovernmental Agreement, including submission of any documents to the Georgia Department of Community Affairs and/or amendment to the existing Service Delivery Strategy Agreement should the same become necessary. The County further agrees to collect any and all fees properly attendant to the provision of sanitary sewage collection and treatment services under its policies applicable to, and consistent with, other sanitary sewage collection and treatment service customers within its own Sewage Collection and Treatment Service District. Said fees will include hookup and tap fees, and collection and treatment fees.

III.

TERM AND ASSIGNMENT

The term of this Agreement shall be fifty (50) years. The parties may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.



IV.

BREACH

In the event of a breach, the non-breaching party shall provide written notice of the nature and extent of the breach 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 may serve a subsequent written notice of termination of the Agreement, and the Agreement will automatically terminate as of the date of 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. In the event of a breach, the parties shall have all rights and remedies provided by law.

V.

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 Government Center
2875 Browns Bridge Road
Gainesville, Georgia 30504

City of Buford, Georgia:
City Manager
2300 Buford Highway
Buford, Georgia 30518

VI.

COMPLETE AGREEMENT

This Agreement and any attached exhibits constitute the entire agreement between Buford and Hall 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.

VII.

AMENDMENTS

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

VIII.

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.



IX.

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.

X.

BINDING ON SUCCESSORS

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

XI.

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.

XII.

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.

XIII.

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.]

A handwritten signature in blue ink, consisting of a stylized, cursive letter 'S' followed by a horizontal line and a loop.

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of
Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

THE CITY OF BUFORD, GEORGIA

By: _____
Name: Philip Beard
Title: Chairman

Sworn to and subscribed before me this
16th day of January, 20 25.

Notary Public

My commission expires:



Exhibit A

Exhibit A

Sewer Service Districts

