

STATE OF GEORGIA
COUNTY OF HALL

HALL COUNTY, GEORGIA AND
CITY OF GAINESVILLE, GEORGIA
INTERGOVERNMENTAL AGREEMENT
FOR MAINTENANCE OF OLD CORNELIA HWY

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, the City of Gainesville, Georgia (hereinafter "Gainesville") and Hall County, Georgia (hereinafter "Hall") desire to enter into an Intergovernmental Agreement (hereinafter "Agreement") whereby Gainesville will undertake the expense of maintaining a section of Old Cornelia Hwy, a public road that runs intermittently through the incorporated area of Gainesville and intermittently through the unincorporated area of Hall, beginning at the end of Georgia Department of Transportation maintenance of Old Cornelia Highway, and continuing to the intersection of Old Cornelia Hwy and Dana Drive, where the section to be maintained will end; and

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

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

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

I.

CITY OF GAINESVILLE, GEORGIA'S RESPONSIBILITIES

Gainesville agrees to accept into its road system for maintenance a section of Old Cornelia Hwy beginning at a point that Georgia Department of Transportation maintenance responsibility ends (east of I-985) and continuing through the intersection of Old Cornelia Hwy and Dana Drive where the section to be maintained will end. Gainesville shall undertake the responsibility and expense of all associated costs of maintaining the road and grounds maintenance, including, but not limited to, paving, surfacing, patching, repairing, repaving, resurfacing, clearing debris, inclement weather maintenance and vegetation trimming in the right of way, as necessary, for the useful life of the road.

II.

DEVELOPER COST PARTICIPATION

The parties acknowledge that, pursuant to Zoning Condition #22 (Zoning amendment ordinance 2022-03; approved by the City of Gainesville on January 18, 2022), the developer of adjacent properties (Tax Parcel Number(s):15-021-000-164; 15-022-000-003M, 004, 034 and 086; 15-033-000-001) is obligated in the following manner:

"The developer shall pay to Hall County up to the sum of \$100,000 for roadway design/studies and improvements to that portion of Old Cornelia Highway, between Interstate 985 and the project entrance. Said improvements shall not include those associated with the entrance to the project. All payments shall be made to Hall County within 30 days of receiving written notification that Hall County has entered into a contract to begin design/studies and/or constructing improvements. The payments, not exceeding \$100,000, may be made in multiple requests from Hall County. However, the requested payment shall not exceed the County's contract for those services associated with the roadway."

The parties agree that in exchange for maintenance of the said road during the term of this agreement, Gainesville will be granted and shall retain the right to receive all developer cost participation payments described above and shall also retain all responsibility for applying any such developer cost participation payments to the cost of maintenance of the road at issue as described herein.

In the event that the developer pays the \$100,000 contemplated in this Section of this Agreement and in Zoning Condition #22 directly to Hall County, then Hall County agrees to remit the payment to Gainesville within ten (10) days of Hall's receipt of said payment."

III.

ASSIGNMENT

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.

TERM OF AGREEMENT

This Agreement will become effective on the date of the last fully executed signature to the Agreement and will remain in effect until the earlier of (1) fifty (50) years from the date of execution or (2) the date upon which every Hall County tax parcel that adjoins, abuts, or has road frontage on Old Cornelia Hwy (as described in Section 1 of this Agreement) is fully annexed into Gainesville and Old Cornelia Hwy is thus permanently made a part of Gainesville's road system by operation of law.

VI.

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 Gainesville, Georgia:

City Manager

300 Henry Ward Way

Suite 300

Gainesville, GA 30501

VII.

COMPLETE AGREEMENT

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

VIII.

AMENDMENTS

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

IX.

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.

X.

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.

XI.

BINDING ON SUCCESSORS

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

XII.

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.

XIII.

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.

XIV.

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: _____
David Gibbs, Chairman
Hall County Board of Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:


Justin R Lawhon, Interim County Attorney

THE CITY OF GAINESVILLE, GEORGIA

By: _____
Name: _____
Title: _____

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

Notary Public
My commission expires:

HALL COUNTY GEORGIA

Date: 07/02/2015

To Be Maintained by the City of
Gainesville

