

STATE OF GEORGIA
COUNTY OF HALL

**1-985 INTERCHANGE MOWING
INTERGOVERNMENTAL AGREEMENT BETWEEN
HALL COUNTY, GEORGIA
AND THE MUNICIPALITY OF GAINESVILLE, GEORGIA**

This intergovernmental Agreement is entered into this ____ of _____, 2021, 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 the maintenance of exits along Interstate 985 which are located in Hall County and within various city limits.

WITNESSETH

WHEREAS, certain exits are located in Hall County, Georgia, and various cities located within the boundaries of Hall County;

WHEREAS, both Hall County and the City of Gainesville agrees that it is in the best interest of both parties to enter into a partnership to perform certain services relating to mowing and trimming within the Georgia Department of Transportation's right of way, and

WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance, and has lawfully obtained the license to perform the services, and

WHEREAS, Hall County agrees to provide experienced and qualified personnel and equipment necessary to accomplish this agreement;

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:

Hall County will be responsible for the maintenance of exits 8, 12, 14, 16, 17, 20, 22, and 24 as outlined in the Right of Way Mowing Agreement between the Georgia Department of Transportation and Hall County, Georgia dated October 22, 2015. As described in "Exhibit A". Additionally, landscaping and plantings that are installed by the City as part of future projects will be incorporated into the Work Plan. It is understood that occasional specialty work, such as herbicide application of these additional areas, will be the responsibility of the City.

The City of Gainesville will be responsible for annual reimbursement of operational cost associated with the maintenance of exits. The initial annual payment, which shall cover the first twelve-month period following execution of this Agreement shall be in the amount of \$19,382.00, which the City of Gainesville shall pay upon execution of this agreement. Future annual reimbursements will be based on a pro-rata share of actual operational costs and annualized cost

of equipment replacement, which pro-rata share shall be based on the acreage of the portions of the areas located in the City of Gainesville, as shown in the document entitled "FY2022COG Cost Recap Exits 20 & 22 (Plus "I2H")," a copy of which is attached hereto as Exhibit "B."

The term of this agreement shall be one (1) year from the date of execution. Unless otherwise terminated, this Agreement shall automatically renew annually not to exceed 10 renewal periods.

This Agreement shall not be altered, amended or modified except in writing signed by the duly authorized representatives of each party hereto.

Neither party hereto shall, without written consent of the other party, assign or transfer this Agreement or any rights and obligations hereunder.

This Agreement may be terminated upon written notice by either party for any reason at any time. Said termination shall be effective upon the 30th day after the other party received written notice of termination. Both Hall County and the City of Gainesville recognize and agree that the City of Gainesville installed signage and specialty landscaping on Exit 20, after getting permission from the Georgia Department of Transportation. Upon termination of the Agreement, the City of Gainesville shall be responsible for removing all non-standard and decorative non-landscaping elements, such as signage, that were installed by or for City of Gainesville, at no cost to Hall County.

Hall County, and all its successors and assigns thereto, shall save harmless the City of Gainesville, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever and shall be responsible for injury or damage resulting from the performance of work described in this Agreement. It is further understood and agreed, that Hall County, or any successor or assigns thereto, in the conduct of any work described in this Agreement, shall not be considered the agent of the City of Gainesville.

Any notice or communications hereunder shall be in writing and shall be delivered via certified United States Mail return receipt requested to the following:

Hall County
Hall County Government
Attn: County Administrator
P.O. Drawer 1435
Gainesville, GA 30503

City of Gainesville
P.O. Box 2496
Gainesville, GA 30503

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date below.

**HALL COUNTY BOARD OF
COMMISSIONERS**

APPROVED AS TO FORM:


County Attorney

By: _____
Richard Higgins, Commission Chairman

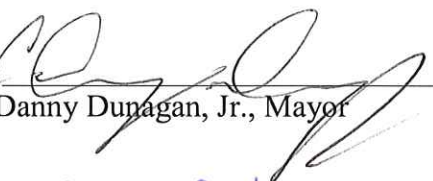
By: _____
Lisa Ritchie, Commission Clerk

CITY OF GAINESVILLE

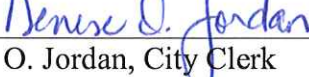
APPROVED AS TO FORM:



Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: 

C. Danny Dunagan, Jr., Mayor

By: 

Denise O. Jordan, City Clerk



EXHIBIT A



CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan, CMC
City Clerk

300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6865
Fax: 770 . 535 . 6896
Web Site: www.gainesville.org

March 4, 2016

Lisa Ritchie
Hall County Commission Clerk
PO Box 1435
Gainesville, GA 30503

RE: I-985 Interchange Mowing Intergovernmental Agreement

Dear Ms. Ritchie:

The City of Gainesville adopted Business Resolution 2016-09 which authorized the execution of the referenced intergovernmental agreement. A certified copy of both documents is attached for your files. The action agenda is available on the website and the minutes will be posted there as well when they have been approved by the governing body. Visit <http://www.gainesville.org/council-meeting> to view this information.

Please don't hesitate to contact me if I can be of further assistance regarding this matter.

Cordially,

Denise Jordan
Certified Municipal Clerk

Enclosures (2)

RESOLUTION BR-2016-09

Intergovernmental Agreement – I-985 Interchange Mowing

WHEREAS, the City of Gainesville agrees that it is in the best interest of the City for the I-985 interchanges associated with the City to be maintained in an aesthetically pleasing manner; and

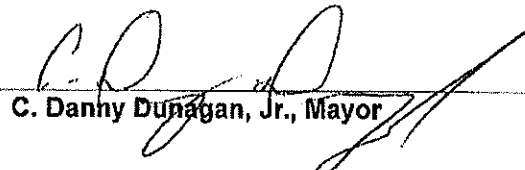
WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance of these interchanges; and

WHEREAS, an agreement is necessary in order to allow the City of Gainesville to reimburse the County to perform certain service related to mowing and trimming within the Georgia Department of Transportation Right-of-Way at exits 20 and 22.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body approves the attached intergovernmental agreement between Hall County and the City of Gainesville to authorize an annual reimbursement to the County of \$20,000 for I-985 Interchange Mowing at exits 20 and 22; and

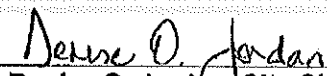
BE IT FURTHER RESOLVED THAT the governing body of the City of Gainesville and City Attorney are authorized to sign the agreement.

Adopted this 1st day of March, 2016.


C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:


Denise O. Jordan, City Clerk

