# STATE OF GEORGIA

# COUNTY OF WASHINGTON

## AMENDED INTERGOVERNMENTAL AGREEMENT FOR ADDITIONAL RECREATIONAL INFRASTRUCTURE AND SERVICES AT LINTON PARK

This intergovernmental agreement is entered into on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024, by and between **WASHINGTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the WASHINGTON COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”), and the **MAYOR AND CITY COUNCIL OF SANDERSVILLE, GEORGIA** (hereinafter “City” or “Sandersville”).

WHEREAS, County owns, operates, and maintains a 6.13 acre property, as shown on Plat Book 2G, page 794, located in the City of Sandersville called Linton Park (hereinafter “Linton Park” or “Project” and hereinafter design is attached as Exhibit “A”) that has historically provided limited park services at the Linton Park location which currently includes a 6 acre area of open space and a splash pad play area (hereinafter “Park Services”) to the residents of Sandersville and Washington County; and

WHEREAS, the County and City desire to provide additional park infrastructure, improvements and services above and beyond the current recreation infrastructure and services otherwise provided for and accounted for between the City and County through the Service Delivery Arrangements and both the County and City desire to add additional features and facilities to expand Linton Park for the benefit of residents of Sandersville and Washington County as further specified and defined in the attached Exhibit “A”; and

WHEREAS, the City does not own, operate or maintain any recreation facilities but the City desires to provide input on the design and development of Linton Park going forward and the County agrees to continue to own, operate, manage and maintain Linton Park and to provide additional recreation services to the residents of Sandersville and the County in accordance with the terms herein; and

WHEREAS, Sandersville and the County desire to enter into this agreement whereby both parties will provide equal matching funds up to one million four hundred thousand dollars and 00/100 ($1,400,000.00) for the further development of Linton Park with the development being a joint project between the City and County on input, design, development and funding of Linton Park; and

WHEREAS, Sandersville and the County are authorized to enter into this agreement pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provided this agreement does not exceed 50 years;

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section II, Paragraph III, that a city may exercise certain specified supplementary powers, including, but not limited to, additional services pertaining to recreation through a contract with the County and Sandersville; and

WHEREAS, pursuant to the Georgia Service Delivery Strategy Law, O.C.G.A 36-70-1 (hereinafter “Service Delivery Law”), the County and Sandersville continue to be engaged in the development and implementation of a service delivery system that is both efficient and responsive to the citizens of the County and Sandersville; and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens of Sandersville and Washington County to combine their resources and efforts and input to provide for the efficient design and construction of the additional improvements at Linton Park; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be twelve (18) months, said term commencing on February 1, 2024 and ending on June 30, 2025. The parties may agree to extend the agreement on terms and conditions mutually acceptable to the parties and in writing, including but not limited to necessary adjustments in fees, services and duration provided the term never exceeds 50 years cumulative.

1. During the term of this Agreement and to the extent possible and permissible under

applicable laws and ordinances, Sandersville and the County shall use reasonable efforts to:

a. Construct the Linton Park improvements, geographic concept design and project cost estimates are attached to this Agreement in Exhibit “A”; said Exhibit contains the contemplated geographic concept design and project cost estimates as agreed to by the Parties and each Party reserves input and authority for any deviation, deletion or changes to the design;

b. Sandersville and the County will each contribute and match equal funds up to one million four hundred thousand and 00/100 ($1,400,000) for completion of the project;

c. After completion of the construction of Linton Park, the Park Services described herein for Linton Park shall be provided by the County and the County agrees to continue to own, operate, manage and maintain Linton Park and to provide these additional recreation and Park Services to the residents of Sandersville and the County in accordance with the terms herein and during the same hours as currently provided for Park Services, however, that County shall retain exclusive control over the hours and manner of the operation of Linton Park. Linton Park is considered complete when it is usable by the public.

d. Both Parties agree that the attached Exhibit “A” contains the reasonable and good faith geographic concept design and cost estimate of the project as contemplated by the Parties.

3. County Responsibilities:

a. The County shall be responsible for all project management responsibility to include the construction of the Linton Park Project.

b. The County shall submit invoices from vendors/contractors to the Administrator of the City of Sandersville or her designee to be processed for reimbursement up to the approved amount in 2.b.

c. The County shall notify the City in writing of any additions, removals, changes in scope of work, or any other changes the County wishes to make to the project set forth in Exhibit A prior to making such additions, removals, changes in scope of work, or any other changes.

d. The County shall be responsible for ensuring the completion of the project once design and engineering has begun. The County agrees that construction of the project shall be completed no later than December 31, 2024 unless otherwise agreed or extended by the parties.

e. The County shall be responsible for all design and construction plan preparation, review, and approval. Design and construction plans shall be prepared under the guidance of a professional engineer.

f. The County shall keep and maintain all appraisals. To the extent allowed by law, the appraisals shall be released upon conclusion of the Linton Park Project.

4. City Responsibilities:

a. The City’s payment to the County shall be in the form of a reimbursement.

b. Upon receipt of an invoice from the County for qualified Linton Park Project expenses, the City shall pay 50% of the approved qualified expenses within thirty (30) days, up to the agreed upon monetary cap in 2.b. unless otherwise agreed to or amended.

5. Sandersville and the County agree that the complete design and construction of the Linton Park Project shall be completed no later than May 31, 2025. The Parties further agree that the County will maintain a record of the Linton Park Project showing the original estimated cost, the current estimated cost if different, amounts expended, and any excess proceeds which have not been expended on the Linton Park Project.

6. The Parties hereby agree and confirm that the amount of Sandersville and County funds set aside for this Linton Park Project are each up to one million four hundred thousand and 00/100 ($1,400,000).

7. As to the Linton Park Project, the County hereby assumes the responsibility and liability for design and construction of the Project. Both Sandersville and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.

8. During the design and construction of the Linton Park Project, the County agrees that it will add the City as an additional insured to any and all liability policies that it has or obtains related to the Linton Park Project.

9. As to the Linton Park Project and to the extent permitted by law, if any, the County hereby assumes the responsibility and liability for damages, injury, death or destruction of any person or property resulting from or arising out of any act or omission in connection with this Agreement or the prosecution of the work caused by the Project, if caused by the County or its agents, servants, or employees. Neither the County nor Sandersville shall indemnify or hold harmless the other party’s agents, inspectors, servants and employees, past and present. Both Sandersville and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.

10. This Agreement shall be deemed an approved mechanism under Section 36-70-2 of the Service Delivery Law for implementation of the Service Delivery Strategy, as amended. It shall be the joint responsibility of all Parties to submit to the Georgia Department of Community Affairs any and all revisions or amendments to said Service Delivery Strategy necessitated by this Agreement and the services contemplated herein.

11. If one party breaches any of the terms or conditions of this agreement, the non-breaching party may notify the breaching party of the breach in writing. Such written notice shall describe the breach in sufficient detail to enable the breaching party to take corrective action to cure the breach. If the breaching party fails to cure the breach through corrective action within thirty (30) days of receiving written notice of same, the non-breaching party may, without further notice and without prejudice to any other legal or equitable remedies, terminate this agreement by sending the breaching party written notice of the termination.

12. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

13. Any notices required or permitted to be given under this agreement shall be in writing and deemed sufficient when sent to the respective parties at the following addresses:

If to the County: Derick Durden, County Administrator

Washington County Board of Commissioners

P.O. Box 271

Sandersville, GA 31082

If to Sandersville: Sharon Eveland, City Manager

City of Sandersville

P.O. Box 71

Sandersville, GA 31082

14. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

15. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof, and any other conditions or representations not contained herein, whether written or oral, shall not be binding on the parties. This Agreement may only be modified by a written amendment referencing this Agreement and duly executed by the Parties hereto.

16. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their

representative and duly authorized officers on the dates indicated below.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BOARD OF COMMISSIONERS OF

WASHINGTON COUNTY, GEORGIA

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Horace Daniel, Chairman

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Keri Sumner, County Clerk

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAYOR AND CITY COUNCIL OF

SANDERSVILLE, GEORGIA

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

Jimmy Andrews, Mayor

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Kandice Hartley, City Clerk

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_