

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement made and entered into this _____ day of _____ between Paulding County, Georgia, a political subdivision of the State of Georgia (the “County”) and the City of Dallas, Georgia, a Georgia Municipal Corporation (the “City”)

WITNESSETH

WHEREAS: Article IX, Sec. III, Paragraph I(a) of the Constitution of the State of Georgia authorizes counties and municipalities to enter into agreements and contracts regarding activities they are each authorized by law to undertake; and,

WHEREAS: The County and the City, recognizing the significance of a vibrant and thriving downtown area, concur that they share a collective and substantial interest in the revitalization and redevelopment efforts within the City's core. This mutual interest stems from a desire to enhance the economic, social, and cultural landscape of the area, thereby benefiting both the County and the City and their respective residents with initiatives that will foster a rejuvenated and prosperous downtown area in the City; and,

WHEREAS: The City has expressed a desire to have the County transfer ownership of a certain parcel of land, hereinafter referred to as Property A, to the City. This transfer is intended to support and advance the comprehensive revitalization and redevelopment initiatives that the City has undertaken within the designated area of the City's jurisdiction; and,

WHEREAS: The County and the City acknowledge and recognize that the current occupant of Property A, Helping Hands of Paulding County, Inc. (hereinafter “Helping Hands, Inc.”), a charitable organization, plays a significant and invaluable role by providing essential services and aid to the less fortunate and needy citizens residing within both the City and the County; and,

WHEREAS: The County and the City have collectively recognized the necessity and importance of ensuring a seamless and efficient transfer of operations for Helping Hands, Inc. to

an equivalent and suitable facility located outside the designated area of development. This is to ensure that there are minimal disruptions to the essential services and aid that Helping Hands, Inc. provides to the less fortunate and needy citizens residing within both the City and the County; and

WHEREAS: The City, in collaboration with the City of Dallas Downtown Development Authority, has identified and confirmed the availability of a suitable and adequate facility that can serve as a temporary location to house Helping Hands, Inc. during the interim period. This arrangement will provide Helping Hands, Inc. with the necessary infrastructure and space to continue its invaluable operations while the organization prepares and transitions to a more permanent facility that it has recently acquired and is in the process of making ready for use.

NOW THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE AS FOLLOWS:

1. The County shall quitclaim all rights, title, and interest in "Property A", as legally described in Exhibit A attached hereto, to the City.
2. Upon receipt of said quitclaim for Property A, the City shall provide, through an agreement with the City of Dallas Downtown Development Authority (DDA), property (Property B) containing a facility sufficient to temporarily house the current tenants of Property A, Helping Hands, Inc.
3. For the use of Property B, Helping Hands shall have, at a minimum, the following terms:
 - a. Helping Hands, Inc. shall be allowed to lease Property B for a maximum of twenty-four months.
 - b. Helping Hands, Inc. shall be required to pay a nominal rent of \$1 per month for the duration of the lease.
 - c. Other than the nominal rent, Helping Hands, Inc. shall only be required to pay for the utilities on Property B.

- d. Helping Hands, Inc. shall not be required to pay the reasonable costs for the relocation of its operations to Property B.
4. The City agrees that Helping Hands Inc. shall have up to and including April 7, 2025 to vacate the premises of Property A.
5. The City is obligated to provide suitable property with facilities that adequately meet or exceed the current operational needs of Helping Hands, Inc. While Helping Hands, Inc. is not required to accept the provided property, under no circumstances shall the City be obligated, as part of this agreement, to permit Helping Hands, Inc. to remain on Property A beyond April 7, 2025.
6. The County hereby affirms and represents that it possesses the full authority to convey and transfer Property A to the City. Furthermore, the County asserts that, to the best of its knowledge and after diligent examination, other than A) the current lease with Helping Hands, Inc., and B) the Location Parking Agreement for 327 S. Johnston St., Dallas, Georgia between the County and Still Killing It Productions, LLC, for the period of February 3, 2025 through March 7, 2025, there exist no encumbrances, liens, or other legal hindrances on the property that would in any way prevent or obstruct this transfer of ownership.
7. The City hereby commits to ensuring full compliance with all pertinent legal requirements and regulations in the process of executing any agreement with the DDA, as well as in the subsequent leasing arrangement to Helping Hands Inc.
8. The County hereby assigns all of its interest as lessor to the City for that “Lease Agreement, 228 West Spring Street—Building Operations Center, Helping Hands of Paulding County, Inc.”
9. This Agreement shall be governed and construed in accordance with the laws and statutes of the state of Georgia. Any and all disputes, controversies, or claims arising out of or

relating to this Agreement, or the breach thereof, shall be settled by litigation to be held in a competent court located in Paulding County, Georgia, which shall have exclusive jurisdiction over such matters.

10. This document stands as the complete agreement between the parties in relation to its subject matter, thereby surpassing and replacing all previous agreements, understandings, and negotiations, whether they were written or oral. Moreover, no amendment, modification, or addition to this Agreement shall be considered legally binding unless it is documented in writing and signed by both parties involved.
11. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
12. This Agreement is only for the specific purpose stated herein and nothing in this Agreement shall be construed to make one party an agent of the other Party nor shall either Party have any authority to bind the other in any respect, unless expressly authorized by the other Party in writing
13. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

SO AGREED by the undersigned on the date herein above written:

CITY OF DALLAS, GEORGIA

By:

L. James Kelly, Mayor

Attest:

City Clerk

Date _____

(City Seal)

PAULDING COUNTY, GEORGIA

By:

Tim Estes, Chairman

Attest

County Clerk

Date _____

(County Seal)

EXHIBIT A

All that tract and parcel of land being identified as 228 West Spring Street, Dallas, GA 30132 and having the Tax Parcel No. 137.2.1.070.0000, Realkey number 15917, consisting of 1.7+/- acres.

Further identified as follows:

