

## **INTERGOVERNMENTAL AGREEMENT**

### **GEORGIA, WHITFIELD COUNTY**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF DALTON, GEORGIA, a municipal corporation of the State of Georgia (hereinafter referred to as “the City”) and the DOWNTOWN DALTON DEVELOPMENT AUTHORITY, an Authority created by the State of Georgia (hereinafter referred to as “the DDDA.”)

#### **WITNESSETH:**

**WHEREAS**, the City entered into an Employee Lease Agreement on January 1, 2012 (“Lease”) for the purpose of staffing the office of the DDDA, which said Lease has been renewed and is currently in effect;

**WHEREAS**, the DDDA is a taxing authority with authority to take certain actions within “Downtown Dalton” as defined by the Act which created the DDDA;

**WHEREAS**, the DDDA may directly employ, manage, supervise, and fund such employees which may be needed for the operation of the DDDA;

**WHEREAS**, the City currently leases to the DDDA only one employee pursuant to the Lease;

**WHEREAS**, said Lease may be terminated by agreement of the parties;

**WHEREAS**, the City desires to employ a Special Events and Community Engagement Coordinator under the supervision of City Administration in order to promote and coordinate community engagement initiatives, manage special events, ensure compliance with state and local reporting requirements, and foster a vibrant, welcoming City;

**WHEREAS**, the Special Events and Community Engagement Coordinator will serve as a key liaison between the City, the DDDA, and the Main Street Program;

**WHEREAS**, it is anticipated that many of the services provided by the Special Events and Community Engagement Coordinator will also benefit the DDDA;

**WHEREAS**, the City and the DDDA desire to avoid duplication of services and to provide services to the Dalton community in the most efficient and effective manner possible;

**WHEREAS**, the City and the DDDA have determined that it is in the best interests of each entity to terminate the Lease and for the City to provide certain services through the Special Events and Community Engagement Coordinator;

**WHEREAS**, the DDDA may hire its own employee(s) to provide services which are not provided by the Special Events and Community Engagement Coordinator;

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the DDDA herewith agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The Agreement shall begin on the date provided above and shall continue through 31st day of December, 2026 (“Original Term”). This Agreement shall automatically renew for additional consecutive one (1) year terms beginning on January 1, 2027 (“Renewal Term(s)”) unless and until a party provides written notice to the other party of termination. “Term” shall mean the Original Term or Renewal Term.
3. **Lease Termination.** The Lease is hereby terminated effective immediately.
4. **Special Events and Community Engagement Coordinator.** The City shall employ a Special Events and Community Engagement Coordinator who shall serve at the direction of and report to the City Administrator.
5. **Services of Special Events and Community Engagement Coordinator.** The City shall make its Special Events and Community Engagement Coordinator available to assist the DDDA with the following services:
  - a) Event planning and coordination for Downtown Dalton events;
  - b) Event permitting, planning, and coordination of events in Downtown Dalton, including events at Burr Park;
  - c) Support of DDDA initiatives related to community pride, heritage, and civic involvement;
  - d) Coordination of marketing efforts and promotional materials for DDDA;
  - e) Administration of the Main Street Program;
  - f) Support for other initiatives that promote downtown Dalton businesses;
  - g) Assistance with management of DDDA board meetings, agendas, and related services;
  - h) Review of financial information of DDDA as may be requested from time to time;
  - i) Assistance with administration of façade grant program;
  - j) Assistance with reporting requirements of DDDA for U.S. Census and DCA;
6. **Successors and Assigns.** This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. DDDA shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.
7. **Termination.** This Agreement may be terminated by either party with a thirty (30) day written notice to the other party.
8. **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the

Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

- 9. Enforceability.** If any provision of this Agreement shall be invalid to any extent, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to circumstances other than those to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent provided by law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.
- 10. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto regarding the subject matter of this Agreement and supersedes and revokes any prior agreement or understanding related to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other party unless reduced to writing and signed by both parties hereto.

- 11. Notices.** Any notices or communications required or permitted hereunder shall be sufficiently given if sent by regular mail addressed as follows:

As to the City:           City Administrator  
                                  City of Dalton  
                                  P.O. Box 1205  
                                  Dalton, GA 30722-1205

As to the DDDA:       DDDA Board Chair  
                                  City of Dalton, City Hall  
                                  300 W. Waugh St.  
                                  Dalton, GA 30720

or such other address as shall be furnished by notice to the other party.

- 12. No Waiver.** No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.
- 13. Interpretation, and Construction.** The parties acknowledge that this Agreement is the result of negotiations and neither party shall be considered its drafter for purposes of stricter interpretation or construction.

**IN WITNESS WHEREOF,** we have affixed our hands and seals in our official capacities and as duly authorized officers who are authorized to specifically bind this Agreement to be effective as of the day and year first above written.

**City of Dalton**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tempore

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

Attest: \_\_\_\_\_  
Clerk  
(SEAL)

**Downtown Dalton Development Authority**

By: \_\_\_\_\_  
Chair of Board of Downtown Dalton  
Development Authority

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

Attest: \_\_\_\_\_  
Clerk  
(SEAL)