

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, by and between the CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "City"), and DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA (hereinafter referred to as the "DDA");

WHEREAS, the City and the DDA share a joint desire and ambition to spur economic redevelopment in various areas of the City; and

WHEREAS, the City and the DDA wish to enter into this intergovernmental agreement by which they may set forth in writing the parameters for their relationship in pursuing their joint ambitions and goals for the development of the City.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, and agreements contained herein, the parties do hereby covenant and agree as follows:

ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the DDA operates as it endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, and benefit the residents and citizens of the City.

ARTICLE II: FUNDING AND APPROPRIATIONS

- a. In consideration for the commitments made by the DDA herein, the City may from time to time appropriate funds to be used by the DDA, or on its behalf, in carrying out the development goals set forth in this Agreement and in carrying out those functions and activities provided for in this Agreement. In addition, from time to time during the term of this Agreement, the governing body of the City shall review the progress by the City and the DDA, and the financial condition of the DDA, and when it is deemed prudent and necessary by the City's governing body, it shall appropriate additional funds for use by the DDA in carrying out the activities provided for herein. While all such decisions, and the appropriation function, shall remain the exclusive province of the City's governing body, which it may exercise in its sole discretion, the City will consult in good faith with the DDA regarding the appropriate level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the DDA assumed with the consent of the City.

- b. The DDA shall budget for and pay to the City the annual amount of \$_____ (i) to supplement certain salaries of the City's economic development staff, (ii) for use of City facilities and (iii) for all services provided to the DDA by the City.

ARTICLE III: DEVELOPMENT ACTIVITIES

In consideration of the payments and appropriations made by the City under this Agreement, and the other promises and commitments made hereunder, the DDA agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

1. The DDA may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the DDA to be necessary or convenient to implement the provisions and effectuate the purposes of this Agreement. All such contracts, leases, mortgages, or other agreements which impose upon the DDA any monetary obligation which cannot be satisfied without money from the City's budget shall be approved by the City prior to being entered into by the DDA.
2. From time to time, the DDA may acquire property, real or personal, or interests therein, for redevelopment and development purposes, and use or dispose of such property or interests, either through the City or directly with private parties.
3. The DDA may conduct other planning and implementation activities as are deemed necessary and prudent, including planning and predevelopment activities such as site analysis, environmental analysis, development planning, market analysis, financial feasibility studies, preliminary design, zoning compliance, facilities inspections, and overall analysis of proposed redevelopment plans to ensure consistency with the City's overall goals and short term and long-range plans.

ARTICLE IV: URBAN REDEVELOPMENT AGENCY OPERATIONS

- a. The City expressly authorizes the DDA to utilize City Hall for its meeting and other operational purposes. The DDA shall also have reasonable access to staff time and resources to conduct its operations. The DDA shall appoint an Executive Director, who shall be responsible for the maintenance of all DDA minutes, records, contracts and other official documents, and for ensuring DDA compliance with State Law and City ordinances. The City Attorney shall provide legal support for the DDA unless an actual conflict prevents the City Attorney from doing so.

Included within the assignments herein, the DDA expressly authorizes the City, and the City pledges, to perform the following duties, including, but not limited to:

- i. Keep all official documents and records of the DDA with the same solemnity as it keeps such documents for the City, and serve as the custodian thereof;

- ii. Provide for the lawful assembly of the DDA as called for by State law, its bylaws, and the Chairman thereof, including all necessary pre-meeting notices and arrangements, adequate circulation of agenda and related documents as directed by the DDA, sufficient places for assembly, appropriate security therefor, post-meeting formalities and all other lawful and necessary duties attendant for lawful assembly of the DDA;
 - iii. Properly oversee the management of all DDA assets, both tangible and intangible, and maintain all funds in appropriately, separately accounted for and secured accounts, and to manage, or arrange for the management of all real property assets of the DDA, including assisting the DDA with the negotiation of sales and leases, collection of rents and proceeds, the daily and regular maintenance and upkeep thereof, ensuring that all properties are appropriately insured, and paying all properly assessed invoices related thereto;
 - iv. Arrange for the acquisition of officers' error and omissions insurance in appropriate amounts for DDA members.
- b. Except as provided in subsection c below, as part of City staff functions, the Executive Director will take charge of all DDA assets and property, and on behalf of the DDA manage the day-to-day operation and maintenance of all such sites. Where appropriate, the Executive Director, or its assignee, shall market for sale or lease, such properties as is deemed in the best interest of the City and the DDA. All such transfer of title or leasehold interest shall be approved by the DDA board. The DDA appoints the Executive Director as an agent of the DDA who is hereby authorized to take administrative actions in this regard on behalf of the DDA. The DDA shall be allowed to provide reasonable input into the selection of any brokers or consultants engaged for the DDA's benefit. The Executive Director shall deliver, at least quarterly, a report of activity of DDA property. No individual board member shall interfere with the duties and assignments tasked to the Executive Director unless authorized to do so by the DDA board.
- c. The DDA agrees that, except as expressly provided in any other agreement between the City, the DDA shall be responsible for its own financial management, including budgeting, annual audit review of all funds, operation of bank accounts and the fiscal management of all assets of the DDA.
- d. If the City has pledged its full, faith and credit for the repayment of any (i) outstanding bonds of the DDA or (ii) any other debt for which funds to pay such debt are obtained from income of the DDA derived from its bond transactions, the DDA hereby delegates to the City the right to make any decisions with respect to those bonds.
- f. The DDA acknowledges that this Agreement is not an exclusive agreement and that the City may contract with other governmental entities for the provision of similar services.

ARTICLE V: GENERAL PROVISIONS

- a. **ASSIGNMENT.** This Agreement may not be assigned without the express written consent of all other parties to this Agreement.
- b. **NOTICE.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Forest Park, Georgia
City Hall
745 Forest Parkway
Forest Park, Georgia 30297
Attention: City Manager

Urban Redevelopment Agency of the City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297
Attention: Chair

- c. **STATE LAW TO APPLY.** This contract shall be construed under and in accordance with the laws of the State of Georgia.
- d. **PARTIES BOUND.** The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
- e. **SEVERABILITY.** In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- f. **PRIOR AGREEMENTS SUPERSEDED.** Except as expressly provided for herein, this Agreement constitutes the sole and only Agreement of the Parties hereto with respect to the subject matter described herein, and supersedes any prior understandings or written or oral Agreements between the parties respecting the within subject matter. This provision shall not apply to the following agreements or transactions:
 - i. Any agreements pertaining to any outstanding bonds of the DDA.
 - ii. Any security agreements between the DDA and the City.
 - iii. Any outstanding notes evidencing loans of funds from the City to the DDA.
- g. **TIME OF ESSENCE.** Time is of the essence of this contract.

- h. AMENDMENT. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.
- i. GENDER. Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- j. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this. Agreement for the purposes of interpreting any provision of said Agreement.
- k. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- l. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.
- m. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.
- n. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of 10 years.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the City and the DDA as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

CITY OF FOREST PARK

**URBAN REDEVELOPMENT AGENCY OF
THE CITY OF FOREST PARK**

Mayor

Chair

ATTEST:

ATTEST:

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney