

INTERGOVERNMENTAL AGREEMENT

Between the City of Jonesboro, Georgia and the Downtown Development Authority of Jonesboro

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the **City of Jonesboro, Georgia**, a municipal corporation organized under the laws of the State of Georgia (“City”), and the **Downtown Development Authority of Jonesboro**, a public body corporate and politic (“DDA”). The City and the DDA may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The purpose of this Agreement is to clearly define the respective roles, responsibilities, and financial obligations of the City and the DDA with respect to downtown development activities, properties, facilities, and services. This Agreement is intended to promote transparency, fiscal accountability, consistency in decision-making, and compliance with applicable state and local laws.

2. Legal Authority

This Agreement is entered into pursuant to and in accordance with:

- Article IX, Section III of the Georgia Constitution;
 - O.C.G.A. § 36-30-3 (Intergovernmental Contracts);
 - O.C.G.A. § 36-42-1 et seq. (Downtown Development Authorities Law);
 - Any applicable resolutions or approvals duly adopted by the City Council of the City of Jonesboro and the Board of Directors of the Downtown Development Authority.
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3. Scope of Responsibilities

A. Responsibilities of the Downtown Development Authority

The DDA shall be solely responsible for:

1. The ownership, leasing, operation, and management of all real property and facilities owned or controlled by the DDA;

2. Structural maintenance, capital repairs, and capital improvements to DDA-owned properties, as defined in applicable lease agreements or governing documents;
 3. Enforcement and administration of lease agreements between the DDA and its tenants;
 4. Oversight and management of downtown development projects within its statutory authority;
 5. Payment of costs, expenses, and obligations assigned to the DDA under this Agreement or under any applicable lease or development agreement.
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B. Responsibilities of the City of Jonesboro

The City shall be responsible for:

1. Legislative oversight and policy direction as authorized by law;
 2. Budget approval and fiscal oversight for any City funds appropriated to the DDA;
 3. The provision of general municipal services customarily provided to residents and entities within the City, unless otherwise agreed in writing;
 4. Only those financial or operational obligations expressly approved by City Council through ordinance, resolution, or approved intergovernmental agreement.
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4. Financial Obligations and Limitations

1. The City shall not be responsible for routine maintenance, repairs, or non-structural expenses related to DDA-owned properties unless expressly authorized by City Council.
 2. Any financial assistance, payment, or expenditure by the City on behalf of the DDA shall require:
 - o Prior approval by City Council;
 - o Identification of a lawful funding source;
 - o Compliance with the City's adopted budget and applicable state law.
 3. No implied financial obligation, course of conduct, or past practice shall be construed to obligate the City beyond the express terms of this Agreement.
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5. Maintenance and Repair Responsibilities

1. Structural repairs and capital improvements to DDA-owned properties shall be the responsibility of the DDA unless otherwise specified in a written lease agreement.
2. Non-structural maintenance and routine repairs shall be the responsibility of the tenant occupying the property, unless otherwise stated in writing.
3. Any deviation from the responsibilities set forth herein must be documented in writing and approved by both Parties and, where applicable, by City Council.

6. No Precedent or Continuing Obligation

Nothing in this Agreement shall be interpreted to create a precedent or ongoing obligation requiring the City to fund or assume responsibility for future maintenance, repairs, or improvements to DDA-owned properties absent express approval by City Council.

7. Records, Audits, and Transparency

1. The DDA shall maintain accurate financial and operational records related to matters governed by this Agreement.
 2. Upon reasonable request, the DDA shall provide the City with access to relevant financial records, audits, lease agreements, and supporting documentation.
 3. Both Parties shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
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8. Term

This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of ___ years, unless earlier terminated in accordance with this Agreement.

9. Termination

Either Party may terminate this Agreement upon ___ days' written notice to the other Party, provided that any financial obligations lawfully incurred prior to termination shall remain enforceable.

10. Amendments

This Agreement may be amended only by a written instrument approved by the City Council of the City of Jonesboro and the Board of Directors of the Downtown Development Authority.

11. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior agreements, understandings, or representations, whether written or oral.

13. Execution

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF JONESBORO, GEORGIA

**DOWNTOWN DEVELOPEMNT
AUTHORITY OF JONESBORO**

By: _____
Donya L. Sartor, Mayor

By: _____
Chairperson

Date: _____

Date: _____

Attest: _____
Shandrella Jewett, City Clerk

Attest: _____
Secretary

APPROVED AS TO FORM:

LaTonya Wiley, Esquire – City Attorney