

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

**W I T N E S S E T H:**

**WHEREAS**, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

**WHEREAS**, the City now desires to transfer certain funds to the DDA subject to certain terms and conditions, which funds will be used by the DDA for the repair and improvement of property owned by the City and leased to the DDA for redevelopment purposes and to encourage trade, commerce and job creation in the Downtown Development Area; and

**WHEREAS**, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the funds from the City subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City shall transfer to the DDA the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00). The amount shall be transferred to the DDA upon the approval of this IGA by the City and the DDA, and said funds shall be used and repaid in accordance with the terms of this IGA.

2. The funds transferred in accordance with paragraph 1 of this IGA shall be used for the renovation and repair of the property known as the Depot Property which property is described on Exhibit A which is attached hereto and incorporated herein by reference. The Depot Property

shall be renovated and repaired in accordance with plans to be approved by the DDA. If any funds provided under this IGA are not spent for the renovation and repair of the Depot Property, those funds shall be returned to the City within ninety (90) days of completion of the renovation and repair project.

3. Should the DDA sublease the Depot Property, the DDA shall pay to the City any amounts obtained by the DDA from the sublease the Depot Property or any portion of the Depot Property and shall comply with the terms of any IGA between the parties which specifically relates to the Depot Property.

4. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

5. This IGA expresses the entire understanding and agreement between the parties hereto.

6. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

7. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

8. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

**CITY OF LAWRENCEVILLE, GEORGIA**

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

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY  
OF LAWRENCEVILLE, GEORGIA**

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

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)