

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2026, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation in the State of Georgia (the “City”), and the CITY OF LAWRENCEVILLE, GEORGIA DOWNTOWN DEVELOPMENT AUTHORITY, a public corporation created and existing under the laws of the State of Georgia (the “LDDA”).

W I T N E S S E T H:

WHEREAS, the LDDA has been 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 (the “Act”), and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, 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 a resolution on November 7, 1983 creating the LDDA and designating a geographic area to be known as the downtown development area, which has since been altered from time to time; and

WHEREAS, the City and the LDDA did enter into an Intergovernmental Agreement providing certain funds for the purchase, renovation and redevelopment of certain properties located within the downtown development area; and

WHEREAS, the LDDA is now the owner of certain properties within the City of Lawrenceville, and the City and the LDDA desire to provide for the upkeep and maintenance of these properties;

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

1. This Agreement shall become effective upon the date of execution and shall continue in effect until December 31, 2026. This Agreement shall automatically renew for an additional one-year term beginning on January 1, 2027, and continuing until December 31, 2027, and continue to automatically renew for one-year terms thereafter, provided that no automatic renewal shall extend beyond December 31, 2035. This Agreement may be terminated at any time by either party delivering a 90-day written notice of termination to the other party.
2. During the term of this Agreement, the City agrees to provide maintenance and upkeep of all properties located within the City of Lawrenceville, Georgia and owned by the LDDA other than the Lawrence Hotel and any other properties where the maintenance and upkeep of the property has been otherwise provided for by written agreement

between the parties. The City of Lawrenceville shall be responsible for the sole cost of the upkeep and maintenance of the properties subject to this agreement. The properties may be maintained by City staff or by third party agents employed by the City, as the City deems appropriate. The City shall determine what maintenance and upkeep is appropriate in its sole discretion.

3. Should the City deem it appropriate to demolish any building or improvements located on any of the properties to be maintained by the City, the City shall notify the LDDA of its desire to demolish the building or improvement, it shall obtain the approval of the LDDA prior to the demolition of the building or improvement. The LDDA agrees that it will not unreasonably withhold its approval of any such request for demolition of a building or improvement by the City.
4. During the term of this Agreement, the DDA will maintain insurance coverage on its properties and the City agrees to pay the premiums on the insurance policies maintained by the DDA on its properties.
5. If the DDA leases a facility to a third party, the City shall be responsible for any maintenance and upkeep that is the responsibility of the LDDA on those properties. In return for the City's maintenance and upkeep responsibilities for leased properties, the DDA shall transfer all lease payments received by the DDA from its leased properties to the City.
6. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
7. This Agreement expresses the entire understanding and agreement between the parties hereto.
8. 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.
9. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
10. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto.

11. This Intergovernmental Agreement shall replace and supersede the Intergovernmental Agreement between the same parties regarding the same matters dated July 31, 2019, as amended.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

[City Seal]

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVELOPMENT AUTHORITY**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)