

STATE OF GEORGIA

WALTON COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE USE OF WEST WALTON PARK

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of this 1 day of June 2021, by and between WALTON COUNTY, GEORGIA, (the "County") and the CITY OF LOGANVILLE, GEORGIA, (the "City"), both political subdivisions of the state of Georgia, provides as follows:

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County and the City to contract for a period not to exceed 50 years; and

WHEREAS, the City wishes to hold its Independence Celebration at the West Walton Park on June 26, 2021; and

WHEREAS, the County agrees to let the City hold its Independence Celebration ("the event") at the West Walton Park on June 26, 2021, subject to terms and conditions described herein.

NOW THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the value and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

ARTICLE 1.

USE OF PROPERTY

1.

The County gives permission to the City to use the West Walton Park for the event on June 26, 2021.

2.

The County gives permission to the City to use the West Walton Park parking lot for launching of fireworks by Pyrotecnico for the event. The County agrees that the City may close the entrance to West Walton Park on Twin Lakes Drive in order to facilitate the launching of fireworks at the event.

3.

The County gives the City permission to set up inflatable(s) on the lower football fields of West Walton Park ("the fields") for the event.

4.

The County gives permission for attendees of the event to set up blankets and chairs on the fields during the event.

5.

The County agrees that the City shall have control of the lights on the fields before, during, and after the event.

6.

The City agrees to clean up any debris from the fireworks and/or trash in the areas used during the event by 2:00 pm on Monday, June 28, 2021.

ARTICLE 2.

COUNTY LOGO

7.

The County logo will be included on all City-produced promotional material for the event.

8.

The City will provide a limited amount of parking passes to the County for the event.

ARTICLE 3.

INSURANCE

9.

The City previously provided to the County proof of insurance held by Pyrotecnico which provides coverage to the parties for Pyrotecnico's launching of fireworks during the event.

10.

The City maintains event insurance which may provide coverage for the event. Proof of this insurance is available upon request.

ARTICLE 4.

GOVERNING LAW

11.

This Intergovernmental Agreement is being made in Georgia and shall be construed and enforced in accordance with the laws of that State.

ARTICLES.

ENTIRE AGREEMENT

12.

This Intergovernmental Agreement constitutes the entire agreement among the parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the parties in writing.

ARTICLE 6.

NOTICES

13.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

(a) If to the County:

(b) If to the City:

City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052
Attention: City Manager
with a copy to:

Hoffer & Webb, LLC
3190 Northeast Expressway
Suite 430
Chamblee, Georgia 30341
Attention: Robyn Oliver Webb

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

ARTICLE 7.

WAIVER OF BREACH

14.

The waiver of a breach of any provision of this Intergovernmental Agreement shall not operate or be construed as a waiver of any subsequent breach.

ARTICLE 8.

ASSIGNMENT

15.

This Intergovernmental Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. This Intergovernmental Agreement may not be assigned except by mutual consent of the parties in writing.

ARTICLE 9.

SEVERABILITY

16.

Should any provision of this Intergovernmental Agreement be unlawful, invalid or void, the remainder of this Intergovernmental Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers and their seals to be affixed, all as of the date first above written.

CITY OF LOGANVILLE

By: _____

Mayor

ATTEST: _____

City Manager

[Intergovernmental Agreement Signature Page of the City]

WALTON COUNTY

By: _____
Chairperson

ATTEST: _____
Secretary

[Intergovernmental Agreement Signature Page of the County]