

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE OPERATION OF A NEW AZALEA REGIONAL
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”, “Lease” or “Operations IGA”) is made this the _____ day of _____, 2025, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), Walton County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and the Azalea Regional Library System, organized and existing in accordance with O.C.G.A. § 20-5-1 et seq., (hereinafter referred to as the “Library System”) (together hereinafter referred to as the “Parties”).

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville dated November 7, 2023 (the “Concept IGA”) memorializing the overall project scope and agreed upon funding mechanisms to pay for the New Library (hereinafter the building and curtilage that houses the new O’Kelly Memorial Library shall be referred to generally as the “New Library”) and to agree to the process of designing and building and funding and operating the New Library; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville Dated November 7, 2023 dated June 27, 2024 (the “Concept IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, the Concept IGA confirms that the committed funding sources for the New Library are \$1.5 million in ARPA funds from the City, \$1.2 million from the County, and \$3 million in state grant funds from the Library System (the “Funding Sources”); and

WHEREAS, as a condition of the \$3 million state grant which is part of the Funding Sources, the New Library must be used as a library for at least 20 years; and

WHEREAS, the City and Library System previously entered into that certain Intergovernmental Agreement Concerning the Design of a New Azalea Regional Library Inside the City Limits of Loganville dated September 23, 2024 (the “Design IGA”) memorializing the location, size, design, and certain shared infrastructure associated with the New Library; and,

WHEREAS, the New Library will be located on 1.852 acres owned by the City and adjacent to the a future potential Town Green (the “Property”) (see Exhibit A attached hereto and incorporated herein by reference for a more complete description of the Property); and,

WHEREAS, the Parties previously entered into that certain Intergovernmental Agreement Concerning the Construction of a New Azalea Regional Library Inside the City Limits of Loganville dated December 12, 2024 (the “Construction IGA”) memorializing substantially all matters concerning the construction of the New Library and the manner and method in which payments are made by the Parties during the construction process; and,

WHEREAS, the Parties previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Construction of a New Azalea Regional Library Inside the City Limits of Loganville Dated December 12, 2024 dated March 13, 2025 (the “Construction IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, on or about March 27, 2025 construction of the New Library began on the Property by Garland Construction and continues currently with an estimated completion date of June 2026;

WHEREAS, in accordance with the terms of the prior agreements between the Parties (the Concept IGA, the Design IGA and the Construction IGA) the Parties now wish to enter into this agreement addressing substantially all matters relating to the operations and use of the New Library (this “Operations IGA”);

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, County and the Library System do hereby agree as follows:

1. LEASE TERMS FOR NEW LIBRARY.

A. LEASE OF PREMISES:

In consideration of the covenants contained herein, the City does hereby lease the Property to the Library System and the Library System does hereby lease the Property from the City, upon and subject to the covenants and conditions hereinafter set forth. The

Library System shall not pay monetary rent, but will provide the services and operational values as described herein.

B. TERM:

In accordance with the mandated terms of some of the Funding Sources being used to build the New Library, the term of the lease is 20-years which shall begin on the date that the New Library is issued its Certificate of Occupancy from the City and be available for renewal upon the twentieth (20th) anniversary of said date.

C. RIGHT OF ACCESS AND NO INTERFERENCE:

Except as provided for herein, during the Term of this Lease, the Library System shall have full quiet enjoyment of the Property free from interference of others.

D. SUBLEASING:

The Library System may NOT sublease the Property, or any portion thereof, excepting only the regular rental of meeting rooms in the normal ordinary course of its library operations, without the prior written approval of the City, which may be withheld, conditioned or delayed in its sole discretion.

E. EARLY TERMINATION:

The City may terminate this Lease if the Property ceases to be used by the Library System as a general public library for any period of more than ninety (90) days, excepting situations of extensive damage or destruction to the Property, in which case this Lease shall remain in effect during the pendency of the reconstruction or rebuilding of the Property for use as a general public library.

2. Library System will Operate the New Library. During the term of this Agreement, the Library System shall continue to provide for the New Library consistent with level of local government funding and resources available with materials and services, including but not limited to: a Manager and staff, books, computers, security, PINES library systems hardware and software (as available), database access, internet connectivity, and the like, and to continuously operate on the Property during reasonable, normal and customary hours as a general public library open to the citizens of the City and the public at large. Hours of library operations shall be within the Library System's sole discretion.
3. City Will Provide Annual Operations Funding to Support the New Library. To the extent that funds are available and further allocated by future city councils annually in accordance

with Georgia law, the City will continue to provide and allocate funding in an amount consistent with prior allocations, available funding and the needs of the New Library. For reference, for FY 2025-26, the City has budgeted to provide the total funding amount for annual operations of One Hundred Thirty-Three Thousand Two Hundred Thirty-Eight and 00/100 Dollars (\$133,238.00), which is the same monetary contribution amount that the City has provided for at least the last five (5) fiscal year budget cycles.

4. City Will Provide In Kind Services for the Property. In keeping with the historical support that the City has provided to the existing/old location of the O'Kelly Memorial Library, the City will continue to provide without charge to the Library System, to the extent funding is available in the City's budget, the following services to the Property for the benefit of the New Library:
 - a. Utility Services including water, sewer, electricity, natural gas and garbage collection
 - b. Exterior grounds upkeep and maintenance
 - c. Minor interior maintenance and upkeep on an as-needed basis
 - d. Commercial General Property and Casualty and Liability Building Insurance for the Property of a sufficient amount

All other operational expenses related to the New Library not described herein shall be the sole responsibility of the Library System.

5. County Will Provide Annual Operations Funding to Support the New Library. To the extent that funds are available and further allocated by future county commissions annually in accordance with Georgia law, the County will continue to provide and allocate funding in an amount consistent with prior allocations, available funding and the needs of the New Library. For reference, for FY 2026, the County has budgeted to provide the total funding amount for annual operations of \$462,000.00 which amount is allocated equally between the four libraries within Walton County.
6. Shared Use of the Property.
 - a. Shared Parking Use. The Parties agree that the Property will contain approximately 35 parking spaces.. For all hours that the New Library is open and functioning in its primary capacity as a public library, these spaces shall be available for use by the Library System's staff and patrons of the New Library. For all hours that the New Library is not open, the parking spaces located on the Library Tract shall be available for public parking as controlled and determined by the City in its sole discretion. In particular, the Parties anticipate that the City will use the parking on the Property for special events conducted by the City in the downtown area of

Loganville from time to time. During such events, the City shall be responsible for controlling the use of said parking during the special events.

- b. Shared Building Functions.** The Parties agree that the restrooms located in the New Library building will be available to the City to be used for non-library related purposes from time to time and subject to the conditions herein. In particular, the Parties agree that the restroom facilities of the New Library will be available for the City to use during hours when the New Library is not open for library services. The City shall be solely responsible for maintaining, stocking, cleaning and repairing any damages which occur during its use of the restrooms or during which times the general public has access to the restrooms from the exterior of the New Library building. The door access to the New Library restroom shall be installed in a way such that City and the Library System are able to institute a “double-lock” system to efficiently allow for such shared use of the restrooms and security and protection for the New Library. The City and Library System will work together to establish signage for the door which directs the public appropriately. The City’s sole access to the restroom is through the exterior entry door. The City may not allow members of the public to access the restrooms by entering the New Library when the library is closed. When a City event ends, the City shall bear sole responsibility for locking the exterior door. The Library System shall bear sole responsibility for locking the interior door when the library is closed. Additionally, the City shall be permitted to reserve meeting rooms in the New Library free of charge during normal Library hours and subject to availability in accordance with the meeting room reservation policy as adopted by the Library System. Notwithstanding anything herein to the contrary regarding shared usage, the Parties acknowledge that the Library System shall occupy the New Library and the City shall own the Property.

7. General Provisions.

- a. Assignment.** This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
- b. Modification.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
- c. Notices.** All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

If to the City:

Danny Roberts, City Manager

City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney
Rosenthal Wright, LLC
110 Court Street
Monroe, Georgia 30655

If to the County:

David G. Thompson, Chairman of the Board of Commissioners
303 S. Hammond Drive, Suite 330
Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

If to the Library System:

Stacy L. Brown, Executive Director
Azalea Regional Library System
1121 East Avenue
Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq.
300 E. Church Street
Monroe, Georgia 30655

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified

United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

- d. Consent of Parties. Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.
- e. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia in case of an inconsistency between the terms of this Agreement and any applicable general or special law said general or special law shall govern.
- f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- g. Illegality of Terms. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
- h. No Waiver. No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other shall be construed as a consent to, waiver of, any other breach of the same, or any other covenant, condition or duty.
- i. Time of Essence. Time is of the essence under this Agreement.
- j. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the design of the project.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written as a sealed instrument.

ATTEST:

CITY OF LOGANVILLE

By: _____
Krisi Ash, Deputy Clerk

By: _____
Skip Baliles, Mayor

ATTEST:

WALTON COUNTY, GEORGIA

By: _____
Rhonda Hawk, Clerk

By: _____
David Thompson, Chairman of the
Walton County Board of Commissioners

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

By: _____

By: _____
Stacy Brown, Executive Director

EXHIBIT A

Legal Description of The Property

LIBRARY TRACT

West Tract

All that tract or parcel of land lying in and being in Land Lot 186 of the 4th District, City of Loganville, Walton County, Georgia and being more particularly described as follows:

Commencing at a 5/8-inch capped rebar set at the intersection of the northeasterly right of way of Covington Street (having a 60-foot, publicly dedicated right of way) and the southeasterly right of way of Main Street (having a 60-foot, publicly dedicated right of way), said rebar being the TRUE POINT OF BEGINNING.

Thence leaving said intersection and continuing along said right of way of Main Street the following courses and distances: North 52 degrees 11 minutes 16 seconds East a distance of 98.76 feet to a point; North 54 degrees 51 minutes 46 seconds East a distance of 100.00 feet to a point; North 55 degrees 42 minutes 54 seconds East a distance of 109.01 feet to a point; North 58 degrees 49 minutes 38 seconds East a distance of 18.33 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Main Street and the land lot line common to Land Lots 154 and 186; Thence leaving said right of way and continuing along said land lot line South 32 degrees 05 minutes 15 seconds East a distance of 267.11 feet to a 5/8-inch capped rebar set at the intersection of said land lot line and the northwesterly right of way of Lucy Street (having a 30-foot, publicly dedicated right of way); Thence leaving said land lot line and continuing along said right of way the following courses and distances: South 55 degrees 20 minutes 56 seconds West a distance of 101.51 feet to a 1/2-inch rebar found; South 54 degrees 01 minutes 09 seconds West a distance of 170.62 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Lucy Street and said right of way of Covington Street; Thence leaving said intersection and continuing along said right of way of Covington Street the following courses and distances: North 44 degrees 25 minutes 59 seconds West a distance of 112.44 feet to a 3-inch open top pipe found; North 42 degrees 58 minutes 54 seconds West a distance of 99.16 feet to a point; North 42 degrees 58 minutes 54 seconds West a distance of 58.00 feet to a 5/8-inch capped rebar set at the intersection of said right of way of Covington Street and said right of way of Main Street, said rebar being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.852 acres (80,656 square feet).