

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DALLAS, GEORGIA AND
THE CITY OF DALLAS, GEORGIA DOWNTOWN DEVELOPMENT
AUTHORITY**

THIS AGREEMENT, entered into this ____ day of _____, 20__ (“Effective Date”), by and between the **CITY OF DALLAS, GEORGIA a political subdivision of the State of Georgia wholly within Paulding County, Georgia** (the “City”), acting by and through its duly elected Mayor and Council, and the **CITY OF DALLAS, GEORGIA DOWNTOWN DEVELOPMENT AUTHORITY (“DDDA”)**;

WITNESSETH:

WHEREAS, the DDDA was created to promote the revitalization and redevelopment of the central business district within the City of Dallas, Georgia and to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce, all as more fully and particularly described in the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.*, as amended from time to time);

WHEREAS, the City desires to improve the Central Business District within the DDDA’s area and boundary and in doing so, desires to initiate a Façade Grant Program;

WHEREAS, the City desires to have the Façade Program administered by the DDDA and the DDDA agrees to administer such Façade Grant Program;

WHEREAS, the City agrees to fund such Façade Grant Program through the DDDA and the City has budgeted for the funding of such Façade Grant Program subject to funds being available to do so. The DDDA and the City also agree that subject to be funds being available, the DDDA may also choose to directly fund such Façade Grant Programs;

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, the City and the DDDA are authorized to enter into intergovernmental agreements,

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties do mutually agree as follows:

STATEMENT OF AGREEMENT

- A. Consistent with the promotion of commercial business and commerce in the downtown Historic Commercial District of the City of Dallas, Georgia, the City desires to assist with the commercial business development of the Property and thereby agrees to transfer funds to the DDDA, subject to funds being available, for the funding of the Façade Grant Program in order to approve Facades on buildings and structures located within the DDDA area and boundary.
- B. DDDA agrees to accept these funds and use said funds to fund the Façade Grant Program in order to further the DDDA's purpose of promoting the revitalization of property within the DDDA's area and boundary.
- C. Both the City and the DDDA agree that this Façade Grant Program is in the best interest of the public and promotes the general welfare of the area within the DDDA's area and boundary and promotes revitalization and commercial redevelopment within the DDDA's area and boundary.
- D. The City and the DDDA agree that it is in the best interest of the citizens of Dallas, Georgia to improve the area within the DDDA's area and boundary for the promotion of business and commerce within the City of Dallas, Georgia.
- E. The DDDA and the City agrees that this Façade Grant Program is intended to encourage new and existing property owners to improve the appearance of buildings within the area of the DDDA's area and boundary which will improve the Central Business District of the City of Dallas, Georgia.
- F. The City and the DDDA agree that the maximum grant per project/location, shall be up to \$5,000.00 on a 50/50 matching basis with a grant limitation funded by the City of Dallas, Georgia with assistance from the Dallas Downtown Development Authority of \$5,000.00 per project or location.
- G. The DDDA will agree to administer this Façade Grant Program which will include, but not be limited to establishing requirements/guidelines, eligibility, review, or reimbursement concerning applications, formulation of façade grant, policy and procedures for application approval or disapproval. The DDDA will also determine the amount of matching funds based on the proposed Façade change, grant of funds available, and the number of application requests which will be accepted for consideration.
- H. All grant projects/location must comply with all governmental rules, regulations and laws, including but not limited to the City of Dallas, Georgia ordinances and building codes, and if applicable, the City of Dallas, Georgia Historic Commercial District design guidelines.

- I. All projects or locations must be approved by the DDDA prior to any grant funding and must be completed within six (6) months from the date of any such grant is approved for funding. No grants will be funded until the project/location is completed, inspected, and approved for funding by the DDDA.

AUTHORITY.

Each party represents that it has the authority to enter into this Agreement and that each party's governing body has authorized, by proper action, the execution and delivery of this Agreement.

NO WAIVER OF IMMUNITY.

Nothing contained in this Agreement shall be construed to be a waiver of sovereign immunity for either party or qualified or official immunity for any government official or employee acting on behalf of either party.

NO WAIVER.

No failure of either party hereto to exercise any rights or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, or its terms and conditions, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

GOVERNING LAW AND CONSENT TO JURISDICTION.

This Agreement and any and all rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflict of law.

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representatives, negotiations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties' duly authorized representatives.

FORCE MAJEURE.

Neither party shall be deemed in violation of this Agreement if either is prevented from performing its respective obligations hereunder for any reason beyond its control, including, but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of public transportation, so long as said party diligently proceeds to perform such obligations after and at the end of any such event; provided, however, that nothing herein shall relieve or be construed to relieve the parties from performing their obligations hereunder in the events of riots, rebellions, or legal strikes.

NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on any party. Furthermore, no party shall have any right, power or authority to enter into any agreement or undertaking of or on behalf, to act as or be an agent or representative of, or to otherwise bind the other party to this Agreement.

SEVERABILITY.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

COMPLIANCE WITH APPLICABLE LAWS.

The parties shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional codes relating to the terms and obligations of this Agreement or which may in any manner govern or affect the obligations and undertakings specified in this Agreement.

TERMINATION AND EFFECT OF TERMINATION.

This Agreement shall terminate twelve (12) months after the date of this Agreement or either party may terminate this Agreement with thirty (30) days written notice of termination to the other party. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.

COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

RECITALS

The recitals at the beginning of this agreement are incorporated herein by express reference.

NOTICES.

Whenever notice shall or may be given by one party to the other, each such notice shall be made by personal delivery (via commercial courier or otherwise) or certified mail, return receipt requested, addressed as follows:

If to the City: James Kelly, Mayor, City of Dallas, Georgia
129 East Memorial Drive
Dallas, GA 30132

and

Glen Stinson
Attorney for City of Dallas, Georgia
35 Courthouse Square
Dallas, GA 30132

If to DDDA: City of Dallas Downtown Development Authority
ATTN: Chair
129 East Memorial Drive
Dallas, GA 30132

and

Glen E. Stinson
Attorney for the City of Dallas Downtown
Development Authority
35 Courthouse Square
Dallas, Georgia 301332

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates set forth above.

CITY OF DALLAS, GEORGIA
DOWNTOWN DEVELOPMENT
AUTHORITY

Witness:

By: _____
_____, Chair
City of Dallas, Georgia Downtown
Development Authority

Sworn to and subscribed before me
this ___ day of _____, 20____.

Notary Public
(NOTARY SEAL)

CITY OF DALLAS, GEORGIA

Witness:

By: _____
JAMES KELLY, Mayor
City of Dallas, Georgia

Sworn to and subscribed before me
this ___ day of _____, 20____.

Attest:

City Clerk

Notary Public
(NOTARY SEAL)

(CITY SEAL)

