

**INTERGOVERNMENTAL AGREEMENT
FOR THE TRANSFER OF PARK PROPERTY BETWEEN DEKALB COUNTY,
GEORGIA AND THE CITY OF STONECREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Stonecrest, Georgia (“City”).

WHEREAS, the County is a constitutionally-created political subdivision of the State of Georgia;

WHEREAS, the City of Stonecrest is a municipality created by the Georgia General Assembly in 2016, pursuant to Senate Bill 208; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship, that will promote the interests of the citizens of both jurisdictions, including, but not limited to, the creation and preservation of park property;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City (collective, the “Parties”) agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the terms by which (1) the County shall transfer the Park Property (as hereinafter defined) to the City; (2) the County shall provide services and activities, related to recreation, aquatic and summer programs; and maintaining and operating parks, playgrounds, pools, athletic fields, and recreational centers within the jurisdictional boundaries of the City in the manner provided by the DeKalb County Department of Recreation, Parks and Cultural Affairs (the “Park Services”); and (3) the County will transfer the responsibility of providing Park Services to the City.

**ARTICLE 2
COMPENSATION AND CONSIDERATION**

2.1 The purpose of this Agreement is to provide the terms by which the County shall convey to the City and the City shall own the real property listed and described as attached hereto as Exhibit “A” (collectively, the “Park Property”). The Park Property shall be transferred and conveyed from the County to the City via quit-claim deed, subject to the provisions herein, in exchange for good and valuable consideration and payment to the County in the amount of One-Hundred Dollars (\$100) per acre pursuant to O.C.G.A. § 36-31-11.1.

2.2 As part of said conveyance, it is further agreed that:

- a. The City shall maintain the Park Property as a public park and greenspace in perpetuity and pursuant to the covenants and restrictions in this Agreement. The City agrees to provide all park services associated with the Park Property; to preserve park greenspace

- on the Park Property for the mutual use and enjoyment of the City and County's respective residents; and to maintain the Park Property and any park or recreational facilities used therefore whether now or hereinafter constructed. As of the date of transfer and upon the execution of this Agreement, the City hereby agrees to operate and maintain the Park Property and related greenspace, open space and recreational facilities.
- b. The parties agree that, as of July 31, 2019, except for the Browns Mill Aquatic Center, the County's obligation to maintain the Park Property or provide Park and Recreation Services shall terminate, and that this provision constitutes the agreement by the City for the assumption of all maintenance and Park and Recreation Services as of 12:00 a.m. on August 1, 2019. The City shall indemnify the County as to any claim which arises from August 1, 2019 forward from the alleged performance or failure to perform such park and recreation services. For the purposes of this Agreement, *park and recreation services* shall be defined to include, but shall not be limited to the maintenance and repair of, and providing those leisure services, recreational services, and cultural activities as provided in the parks, on park property, open spaces, recreational facilities and other county-designated properties as of the date of this Agreement; and shall include, but not be limited to all general recreation services, athletic programs, and cultural opportunities, whether or not located at parks, recreation centers, multi-use courts, playgrounds, aquatic facilities, golf courses, or other parts of park property, and for all ages and abilities (hereinafter, collectively "Park and Recreation Services").
 - c. The parties agree that as to the Browns Mill Aquatic Center and pool, the County's obligation to provide Park and Recreation Services to that facility and park shall terminate at 11:59 p.m. on September 30, 2019. The City agrees that it will take over all Park and Recreation Services offered at and the maintenance and repair of the Browns Mill Aquatic Center and pool as of 12:00 a.m. on October 1, 2019.
 - d. For the park properties managed by the County during the Term, the County will provide Park Services to the City residents in no less than the same manner that they are provided to unincorporated DeKalb County in 2019. Such Park Services shall equal or exceed the Park Services provided by the County in 2019 within the area that comprises the territorial limited of the City. The Parties acknowledge that the City Parks Director does not have the authority to direct the activities of any employee of the DeKalb County Parks Department. The City Parks Director will discuss with the County Parks Director any concerns or issues arising during the Term regarding the scope of work contemplated under this Agreement.
 - e. The City agrees that residents of the unincorporated area of the County shall have the same access to the Park Property and Park and Recreation Services as is allowed for residents of the City and at the same cost charged to City residents, if any; and the same parks and recreation services being provided on or related to the Park Property shall be made available to residents of unincorporated DeKalb County as made available to residents of the City, and at the same cost charged to City residents, if any.

- f. The Parties agree that, whether or not recorded, the provisions and obligations in this Section shall continue as binding restrictive covenants upon the Parties after the expiration or termination of this Agreement.

2.3 During the time in which Park and Recreation Services are rendered by the County, the City agrees that the County shall remain entitled to impose and collect from the City's owners of taxable property ad valorem tax annually in the same manner and at the same rate that such tax is imposed and collected within the unincorporated portion of DeKalb County for Park and Recreation Services. For the Park Property in this Agreement as identified in Exhibit "A", the County agrees to contribute to the City a portion of the total ad valorem tax revenue collected by the County for Park and Recreation Services within the City for tax year 2019, to be proportional to and commensurate with the percentage of Park and Recreation Services provided by the County and transitioned to the City in 2019, as determined by the County at the County's sole discretion, and upon receipt of such funds from the Tax Commissioner.

2.4 The Park Property shall be transferred via quit-claim deed on or before January 1, 2020. As to all Park Property herein, the City shall be solely responsible for identifying and conducting due diligence at the City's cost, including, but not limited to all surveys, environmental reports, and title searches.

ARTICLE 3 TERM OF AGREEMENT

The Parties agree that the term of this Agreement (the "Term") shall begin at 12:00 a.m. on August 1, 2019 and each subsequent year thereafter for a total term of fifty (50) years, during or after the termination of which the parties may seek to renew or enter into a new agreement. The deed restrictions recited herein shall have no termination date and shall continue past the Term of this Agreement.

ARTICLE 4 MUTUAL WAIVER AND RELEASE

4.1 The City hereby waives and releases, effective the date the City receives the quitclaim deed for the Park Property, any right to pursue or initiate any legal claims against the County related to the Park Property, except for the right to assert claims to enforce the terms of this Agreement.

4.2 The County hereby waives and releases, effective the date the City receives the quitclaim deed for the Park Property, any right to pursue or initiate any legal claims against the City related to the Park Property, except for the right to assert claims to enforce the terms of this Agreement.

**ARTICLE 7
AMENDMENT AND TERMINATION**

7.1 This Agreement may be amended at any time by mutual consent of both parties so long as such amendment is in writing and approved by official action of the City Council and approved by official action of the County governing authority.

7.2 This Agreement may be amended at any time by mutual consent of both parties so long as such amendment is in writing and approved by official action of the respective governing authority. The City or County may terminate this Agreement with or without cause by giving thirty (30) days prior written notice to the other party. If either party intends to terminate this Agreement for cause prior to the expiration of the term of this Agreement, the party must notify the other party in writing, specify the basis for the termination and advise that the issue(s) must be cured to the other party's reasonable satisfaction within a 30-day period.

**ARTICLE 8
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 9
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 10
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any part institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply

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a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation thereof.

**ARTICLE 11
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 12
COUNTERPARTS**

This agreement may be execute in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

July 16, 2019

IN WITNESS WHEREOF, the County and City have executed this Agreement through their duly authorized officers on the day and year indicated below.

This ____ day of _____, 2019.

DEKALB COUNTY, GEORGIA

ATTEST:

**MICHAEL L. THURMOND
NORWOOD**
Chief Executive Officer
DeKalb County, Georgia

BARBARA SANDERS-
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

CHUCK ELLIS
Director, Parks and Recreation

County Attorney

CITY OF STONECREST, GEORGIA

ATTEST:

JASON LARY, SR.
Mayor

MEGAN REID
Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JULIAN JACKSON
City Manager

WINSTON DENMARK
City Attorney

EXHIBIT "A" – STONECREST PARK PROPERTY

| Park Site | Address | Parcel ID | Park Acreage | Facilities/Amenities |
|---|--|---|---------------------|---|
| Gregory Moseley (3 parcels) | 5600 Miller Grove Road | 16-057-02-078 16-057-03-005 16-057-02-278 | 17.80 | Basketball Court, shelter, playground |
| Southeast Athletic Complex (2 parcels) | 5845 Hillvale Road | 16-072-03-006 16-072-02-001 | 95.0 | Soccer fields, fieldhouse, Concession, softball fields |
| Fairington Park (2 parcels) | 2831 Fairington Parkway and 2851 Fairington Parkway | 16-055-01-011 16-055-01-009 | 14.50 | Soccer field, playground, walking trail |
| Salem Park | 5290 Salem Road | 16-044-03-003 | 11.0 | Shelter, open play, basketball courts |
| Browns Mill Park and Browns Mill Aquatic Center | 4929 Browns Mill Road | 16-013-02-032 | 62.20 | Recreation Center, sports fields, shelter, playground, and concessions; Aquatic Center and pool |
| Chestnut Lakes | 6758 Mahonia Place | 11-232-01-151 | 27.60 | Park and greenspace |
| Miners Creek | 4460 Panola Road | 16-016-03-002 | 80.8 | Park and greenspace |
| Everett Property (2 parcels) | 5106 Klondike Road | 11-231-02-005 11-217-01-001 | 40.60 | Park and greenspace |
| Estimated Park Acreage | | | 349.5* | *Total acreage subject to adjustment and to be confirmed at time of closing |