

State of Georgia;
County of Oconee

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA AND
OCONEE COUNTY**

April THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 2nd day of _____, 2019, by and between the Board of Regents of the University System of Georgia, by and on behalf of the University of North Georgia, (the "University"), whose address for the purpose of this Agreement is 82 College Circle, Dahlonega, Georgia, 30597, and Oconee County, a political subdivision of the State of Georgia, (the "County"), whose address for the purposes of this Agreement is P.O. Box 145, Watkinsville, GA 30677.

WITNESSETH THAT:

WHEREAS, the Georgia Constitution authorizes governmental entities in this state to enter into contracts with each other for governmental purposes; and

WHEREAS, the County owns the road commonly referred to as Bishop Farms Parkway (the "Parkway"), which currently serves as the only point of ingress and egress from the Oconee campus of the University (the "Oconee UNG Campus"); and

WHEREAS, the University is in need of improved roads serving the Oconee UNG Campus; and

WHEREAS, the County and the University believe an extension of the Parkway to connect Georgia Highway 53 and New High Shoals Road (the "Project") would improve the safety and efficiency of accessing the Oconee UNG Campus by creating a secondary point of ingress and egress for students and the traveling public; and

NOW THEREFORE, in consideration of the promises and the public good done for the citizens of Oconee County and the constituents of the University by virtue of such Agreement, the Parties hereto agree as follows:

1. The County shall construct the Project, at its expense, as a portion of the County Road System and shall be responsible for the costs of construction and for the routine maintenance and repair of the extended Parkway. The University, as consideration for the Project, will contribute \$200,000 to the County for construction and use on the Project, upon written receipt of the County's copy of its notice to proceed with construction to its contractor. The University shall only make this contribution if Project construction commences before or by June 30, 2020.
2. The County will consult with University on the design, construction and schedule of the Project; however, all final decisions on the design, construction and schedule shall be made by the County with notice to the University.
3. The County shall acquire, at its expense, all rights of way and easements necessitated by the Project; and, to the extent any property owned or leased by the University shall be

needed for the Project's construction or other easements, the University shall seek authority to grant the applicable property interests to the County as additional consideration for the Project.

4. The Parties recognize and acknowledge that there will be details which will need to be worked out during the process of the design and construction and agree to cooperate in resolving such questions.
5. This Agreement has been authorized and approved by action of the Board of Commissioners of Oconee County on April 2, 2019, and by the University on _____, 2019.

IN WITNESS WHEREOF, the parties hereunto, acting by and through their duly authorized representatives have set their hands, affixed their seals and delivered the presents the day and year first above written.

OCONEE COUNTY BOARD OF
COMMISSIONERS



By: *John Daniell*
John Daniell, Chairman

Attest: *Ruthy Hays*
Clerk, Oconee County Board of
Commissioners
(Seal)

Board of Regents of the University System of
Georgia, by and on behalf of the University of
North Georgia

By: _____
Jim James, Vice Chancellor for Facilities