

**STATE OF GEORGIA  
DEPARTMENT OF NATURAL RESOURCES  
PROJECT AGREEMENT**

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**Applicant: Union County Government** **Street: 65 Courthouse Street**

**Project Title: Helton Creek Falls Trail Rehabilitation** **City: Blairsville**

**Project # NRT-16(15)** **Zip: 30512**

**County: Union** **Phone #: 706-439-6000**

**Project Period: This agreement is executed to December 31, 2019**

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**Project Scope (description of project):**

Step improvements, improved tread, trail re-routing, new stair sections, raising board walks and handrails  
Directional signage and removal of dead trees on approximately .25 miles of walking trail at Helton  
Creek Falls.

**Title of Grant-in-Aid: Georgia Recreational Trails Program**

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<b>Project Cost:</b>		The following are hereby incorporated into this agreement:
Total Cost	\$ 133,500	1. Disadvantaged Business Enterprise Certification of Compliance
Fund Support	80 %	2. General Provisions (attached hereto)
Grant-in-Aid	\$ 100,000	3. Project Proposal and Application (submitted by applicant and on file with DNR)
Minimum Local Match	\$ 25,000	4. Revised cost estimate

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and Union County Government (hereinafter referred to as the Applicant), in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons

whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that **THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.**

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading, and is encouraged to use porous/pervious surfacing.
- c. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources, and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.

In witness whereof, the parties hereto have executed this Agreement as of the most recent date entered below.

STATE OF GEORGIA, DEPARTMENT OF  
NATURAL RESOURCES

BY *Walter Rabon*  
WALTER RABON, DIRECTOR OF  
ADMINISTRATIVE SERVICES

*Josh P. Camp*  
WITNESS

2-9-18  
DATE

APPLICANT, UNION COUNTY GOVERNMENT

BY *Lamar Paris*  
LAMAR PARIS, SOLE COMMISSIONER

*Pam Hawkins*  
WITNESS

1-29-2018  
DATE

(Seal)