

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF NATURAL RESOURCES
AND UNION COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made this **29th** day of **March 2021** (hereafter referred to as "Effective Date") by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, an agency of the State of Georgia (hereinafter referred to as the "Department"), and **UNION COUNTY** a County Government in the State of Georgia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Department is charged to sustain, enhance, protect and conserve Georgia's natural, historic and cultural resources and County is devoted to providing recreational opportunities for residents and visitors; and

WHEREAS, Department and County both desire to provide recreational target shooting sports opportunities and promote interest in the safety, skills and discipline of the shooting sports; and

WHEREAS, both parties desire to work together to provide recreational target shooters with a place to practice safe, responsible firearms handling and promote healthy, life-long learning recreation by designing, building and operating an outdoor shooting range (hereinafter referred to as the "Range") on property managed by County; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the County may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

CONSTRUCTION COST FUNDING

The Department will reimburse the County for up to and not to exceed One-Million Eight-Hundred Thousand dollars (\$1,800,000) of the approved

construction costs of the Range through federal funds in accordance with the terms and conditions of the grant agreement and its associated documents. A copy of the Wildlife Restoration Grant Notice of Award is attached hereto as Exhibit 1 and is incorporated herein by reference.

2.

MATCH FUNDS

The County agrees to contribute Six-Hundred Thousand dollars (\$600,000) (the "Match Funds") through a combination of direct funding or in-kind services on the Range that directly relate to the construction and support of the use of the Range for recreational target shooting. The County agrees that all construction and procurement activities related to the Range site will comply with Georgia's public procurement laws. The value of the County's in-kind services relating to the Range must be approved by the Department in order for such in-kind services to be used as Match Funds. The County may elect, but is not required, to contribute funding in excess of the Match Funds for the construction of amenities consistent with the final layout and design of the Range approved by the Department.

3.

DESIGN AND LOCATION OF THE RANGE

The County desires to construct the Range on a mutually agreed upon site (hereinafter referred to as the "Site"). The Site, consisting of approximately 10.7 acres, is located approximately 9-miles southeast of Blairsville, Georgia off GA Highway 180 located at 34°49'20.45"N and 83°49'11.24"W and shown in Exhibit 2. The Site is part of the Chattahoochee National Forest, but is managed by the County pursuant to this Agreement and the Special Use Permit (hereinafter referred to as the "SUP") between the County and the United State Forest Service (USFS) attached hereto as Exhibit 3 and incorporated herein. The Range shall consist of all improvements and any other facilities constructed, placed or located on the Site pursuant to this Agreement. The parties hereby agree to establish a working group to advise the Department on the layout and design of the Range to be constructed at the Site. The working group shall include, at a minimum, representatives from the Department, the County, USFS and the design engineer, and may include a Department consultant. The working group shall be advisory only. The Department shall be solely responsible for approving the final layout and design for the Range. The County agrees to implement the final layout and design for the Range as approved by the Department. If the County and the Department cannot reach an accord on layout and design of the Range, this Agreement may be terminated for convenience by either party upon written notice to the other party.

4.

CONSTRUCTION AND OVERSIGHT

Once the final layout and design of the Range are approved as provided in Section 3 of this Agreement, the County agrees to commence construction of the Range within 180 days and to complete construction 730 days thereafter. The County will construct the Range on the Site in accordance with layout, designs, plans and procedures approved by the Department and that adhere to the federal grant construction requirements set forth in Exhibit 1 (Wildlife Restoration Grant Notice of Award). An authorized representative appointed by the Department and the County shall serve on a joint committee in order to make construction and long-term management recommendations regarding the Range affecting public access and use, including fee structure, access to the public and operating schedules in order to meet the obligations of the federal grant. To be binding on the parties, any such recommendations of the committee must be reviewed and approved by Region 4 Wildlife Restoration Grant Coordinator for Georgia, and then approved in writing by the Commissioner of the Department or designee and the Union County Commissioner or designee.

5.

INDEPENDENT CONTRACTORS AND RISK MANAGEMENT

The parties are independent contractors, and neither acts as agent or other representative of the other. This Agreement shall not be construed as creating between the parties a partnership, joint venture or any other form of legal association which per se would impose liability upon one party for the actions or failures to act of the other party. Neither party has, and shall not have, any power, nor will either party represent that it has any power, to bind the other party or to assume or create any obligation or responsibility on behalf of the other party. The County shall be responsible to the Department from the date this Agreement becomes effective for all injury to persons or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Site by the County, or any of its subtenants, its contractors, its agents, employees or others working at the direction of the County or on the County's behalf to the extent that Department suffers any loss therefrom.

6.

DAMAGE OR DESTRUCTION

In the event the Range is damaged or destroyed, partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by the County pursuant to this Agreement,

the County shall repair, restore, and rebuild the Range to its condition existing immediately prior to such damage or destruction and this Agreement shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. There shall be no abatement of any other obligation of the County hereunder by reason of such damage or destruction. In the event that the insurance proceeds are insufficient to cover the cost of the repair, then any amount in excess thereof required to complete the repair shall be paid by the County.

7.

REPORTING REQUIREMENTS

The County shall provide the Department with interim reports and a final report regarding the construction of the Range. These reports shall be in the format specified by the Department. The County shall provide the Department with any other reports necessary for compliance with the federal grant.

8.

OPERATION OF THE RANGE

The County will be the manager of the Range and will be responsible for operating and maintaining the Range. The County agrees to operate the Range to be open and available to the general public for the uses designated herein for the duration of the Agreement. The County shall keep the Range in good order and repair and shall be responsible for all repairs, maintenance and replacement, interior and exterior, structural and nonstructural, ordinary and extraordinary and foreseen and unforeseen, to the Range. All costs and expenses necessary for the repair, maintenance and operation of the Range shall be the sole responsibility of the County. The County's obligations hereunder shall include, but are not limited to, the following:

- (A) To erect signs at the Site that acknowledge the participation of the County, the Department and the Wildlife and Sportfish Restoration Program.
- (B) To put, keep and maintain all interior and exterior portions of the Range, including but not limited to any sidewalks, parking areas and passageways adjoining the same in a clean and orderly condition.
- (C) To be responsible for all maintenance, repairs, and clean-up of the Range, including without limitation sign maintenance, facility maintenance, weeding and mowing.
- (D) To pay the utility costs of the Range (power and water) and the cost of refuse disposal.

- (E) To maintain a public access road to the Range during the Term of this Agreement.
- (F) To keep the Range open for public use year-round and at all times that are reasonable for use of the recreational target shooting public.
- (G) To provide police and fire protection for the Range.

9.

USE OF THE RANGE

The County shall use the Range as a public outdoor shooting range for the purposes of providing recreational target shooting and to promote interest in the safety, skills and discipline of the shooting sports; and to assist participants in developing knowledge, skills and appreciation of shooting sports to result in safe, responsible, sport firearms handling and to promote healthy, life-long learning. The Range shall not be used for any other purpose or for any illegal purpose. The County agrees that all revenue from any authorized user fees and sales of supplies, equipment, and services associated with the Range may only be used to offset operation and maintenance costs of the Range.

10.

FEE STRUCTURE AND OPERATING HOURS

The Range must be accessible to the public for a reasonable fee commensurate with local market rates. User fees charged for range use shall be used for general repairs, operations, maintenance, and upkeep of the range. User fees charged for range use shall be as follows:

Annual Membership: \$70 per person

Daily Usage Fee: 15 and under \$1.00 per person; 16 and over \$5.00 per person

Summer: Closed Mondays; Tuesday–Saturday: 10:00AM–6:00PM; Sunday: 1:00PM–4:00PM

Winter: Closed Mondays; Tuesday–Saturday: 10:00AM–4:00PM; Sunday: 1:00PM–4:00PM

Increases in fee structure or operating hours shall be made by the joint committee as provided in Section 4.

11.

CONSIDERATION

11.1 For and as partial consideration for the receipt of funds from the Department for the Range, the County agrees to keep each and every term and condition of this Agreement required to be kept by the County.

11.2 For and in partial consideration for the receipt of funds from the Department for the Range, the County agrees to provide for, at no cost to the Department beyond the reimbursement of construction funds described in Section 1 of this Agreement, the construction of all improvements and renovations necessary for the equipping, operation and maintenance of the Range as a shooting sports range.

12.

DURATION

This Agreement is governed by the Wildlife Restoration Grant Notice of Award attached hereto as Exhibit 1. This Agreement shall be for a term of twenty (20) years beginning on the Effective Date and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the 20th anniversary of the Effective Date, unless sooner terminated as hereinafter provided. The parties hereby acknowledge and agree that the term of this Agreement equals or exceeds the useful life of the Range. Notwithstanding the Agreement term specified above, the parties agree that cost share commitments and associated tracking and reporting shall pertain only to period of time established for construction of the Range but that program income shall be tracked and reported for the life of the Range or the full term of the Agreement, whichever is shorter.

13.

NOTICES

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt request; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In case of the County, to:

Commissioner Lamar Paris
Union County
65 Courthouse St., Box 1
Blairsville, GA 30512
Facsimile: (706) 439-6004
Confirmation: (706) 439-6000

In case of Department, to:

Commissioner
Department of Natural Resources
2 Martin Luther King, Jr. Dr. SE
Suite 1252, East Tower
Atlanta, Georgia 30334
Facsimile: (404) 656-0770
Confirmation: (404) 656-3500

Or at such other address, facsimile or telephone number as time to time is designated by party receiving the notice.

14.

MODIFICATIONS AND AMENDMENTS

No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the County.

15.

GRANTS

The Department understands that the County may seek various grants and the Department agrees to cooperate fully with such efforts including, without limitation, execution of any necessary documents showing the County's right of use of the Range to obtain such grants.

16.

RIGHT TO INSPECT RANGE

The Department reserves the right and the County agrees to permit representatives of the Department to enter the Range at all reasonable times for the purposes of inspecting the Range and determining compliance with this Agreement.

GENERAL PROVISIONS OF THIS AGREEMENT

17.1 The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

17.2 All time limits stated herein are of the essence of this Agreement.

17.3 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the Department and the County, to the authorized successors and assigns of the Department and the County, and shall be deemed and treated as real covenants running with the Site during the term of this Agreement.

17.4 No failure of either party to exercise any right or power given to the other party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the Department or the County at variance with provisions of this Agreement shall constitute a waiver of the County or the Department's right to demand exact and strict compliance by the other with the terms and conditions of this Agreement.

17.5 All rights, powers and privileges conferred by this Agreement upon the Department and the County shall be cumulative, and not restrictive, of those given by law.

17.6 If any provisions in this Agreement or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction then any remaining portions of such provisions and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

17.7 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

17.8 In the enjoyment of the rights and privileges herein granted by the Department to the County, the County shall at all times comply with all applicable laws of the State of Georgia and of the United States, all applicable rules and regulations promulgated pursuant to any and all such laws, and all applicable

local ordinances, including, but not limited to, codes, ordinances, and standards of the County, now or hereafter promulgated, and all applicable local rules and regulations and standards promulgated pursuant to such codes and ordinances. The County shall not in its use and occupancy of the Range discriminate on the basis of race, gender, color, national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to the Department.

17.9 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

17.10 Each party certifies that it will comply with all applicable provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., during the term of this Agreement.

18.

INSURANCE

18.1 Insurance Certificates. The County shall procure and maintain at all times during the term of this Agreement the insurance coverages identified below through commercial insurance or approved self-insurance at the County's own expense and shall furnish the Department an insurance certificate listing the Department as the certificate holder. The insurance certificate must provide the following:

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of Department as certificate holder
- (i) Signature of authorized agent
- (j) Telephone number of authorized agent
- (k) Mandatory forty-five (45) days' notice of cancellation/non-renewal (See 17.2(a) below).

18.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess

insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after the Department has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted, and acknowledged by the Department. The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds"). Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend Department, State of Georgia, their employees and officers remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Department, State of Georgia, their employees and officers. In the event of litigation, any settlement on behalf of the Department, State of Georgia, their employees and officers must be expressly approved by the Attorney General. The County and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Department, State of Georgia, their employees and officers, in which case there will be mutual cooperation between the Attorney General and such counsel.

(b) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).

18.3 Insurance Coverages. The County agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37 have been procured by the County. The minimum required coverages and liability limits are as follows:

(a) Commercial General Liability Insurance. The County shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, personal injury liability, fire coverage and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

	Coverage	Limit
1.	Premises and Operations	\$1,000,000 per occurrence
2.	Personal injury	\$1,000,000 per occurrence
3.	General Aggregate	\$2,000,000 per policy

4. Contractual \$1,000,000 per occurrence

Additional Requirements for Commercial General Liability Insurance:

The policy or policies must be on an "occurrence" basis.

(b) Insurance on Premises: The County shall at all times have in place insurance coverage covering improvements and fixed equipment against "all risks" including, but not limited to, loss or damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft, watercraft, vehicles, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, earthquake, flood, falling objects, water damage, theft or collapse. Such insurance shall name the Department and the County as insureds as their interests may appear.

18.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Agreement, as such Term may be renewed, modified or extended, or the County shall have vacated the Premises, whichever is the later.

18.5 Failure of Insurers. The County is responsible for any delay resulting from the failure of its insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

19.

TERMINATION

This Agreement may not be terminated for convenience. The Department may terminate this Agreement if the County's SUP is terminated. In the event either of the parties hereto is not in compliance with any of the provisions of this Agreement and has failed to correct the non-compliance within thirty (30) days after receiving written notice thereof at the address set forth above, the other party may terminate this Agreement by giving seven (7) days written notice to the party not in compliance. Termination for non-compliance will not preclude the enforcement of any rights under this Agreement. In the event the Department terminates this Agreement for non-compliance by the County or if the Department terminates this Agreement because the County's SUP is terminated, the parties hereby agree that the Department, in its sole discretion, may elect to require the County to reimburse it on a pro rata basis of 1/20 of the funds provided to it by the Department pursuant to this Agreement multiplied by the number of years remaining in this agreement for the actual cost of the Range up to One-Million Eight-Hundred Thousand dollars (\$1,800,000).

20.

INVOICING AND PAYMENT

County shall submit cost-reimbursable invoices at a frequency not to exceed monthly. Each invoice for payment must reference the Contract Number, County's tax identification number, and be itemized to identify the activities and costs being billed. The Department will make every reasonable effort to pay the invoice within thirty (30) calendar days of receipt upon approval of the invoice by the Department. The Department reserves the right to inspect the work described on any invoice before issuing payment.

Each invoice should be mailed to the following address:

Department of Natural Resources
Attention: Jennifer Beard
2070 US Highway 278 SE
Social Circle, Georgia 30025

IN WITNESS WHEREOF, the Department and the County, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

GEORGIA DEPARTMENT OF NATURAL RESOURCES

By: 
Commissioner

UNION COUNTY

By: 
Commissioner

EXHIBIT 1
WILDLIFE RESTORATION GRANT NOTICE OF AWARD

Pending

EXHIBIT 2
RANGE LOCATION MAP

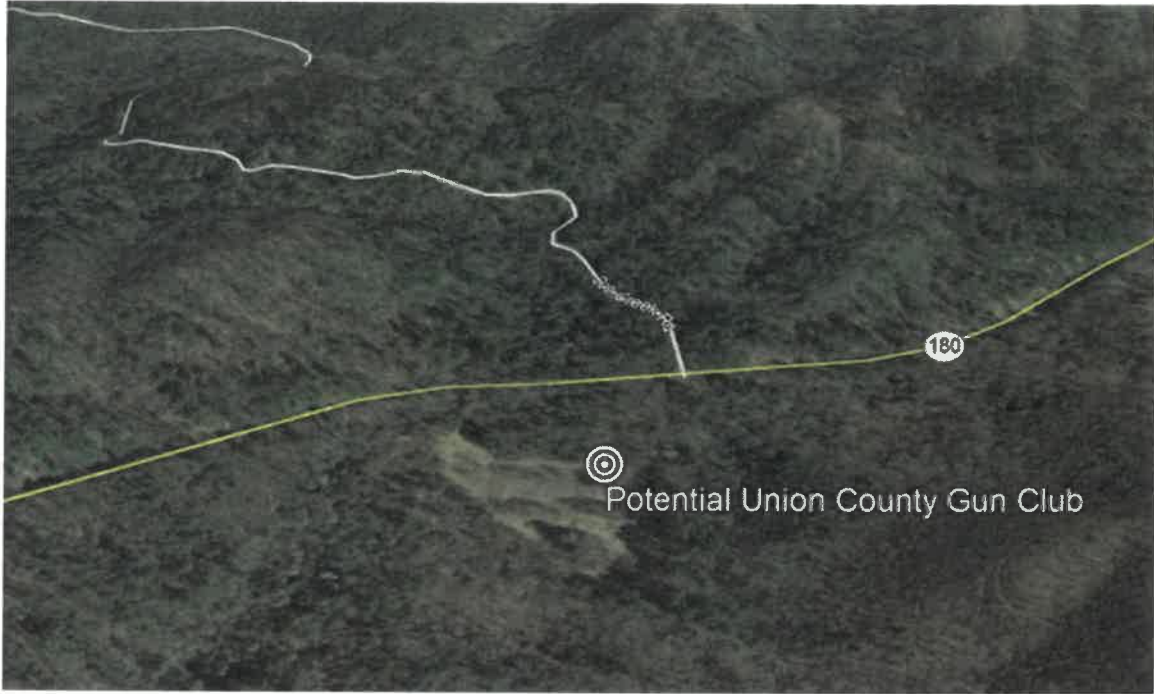


EXHIBIT 3
USFS SPECIAL USE PERMIT