

INTERGOVERNMENTAL AGREEMENT  
FOR  
WATER AND SEWER EXTENSION SERVICE

THIS AGREEMENT is made September 14th, 2021 between the City Of Hinesville, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council (“Hinesville”) and City of Flemington, Georgia, a political subdivision of the State of Georgia, acting by and through its Mayor and Council (“Flemington”).

WITNESSETH:

WHEREAS, Hinesville and Flemington have previously entered into an Agreement related to water and sewer systems operated within Flemington dated March 6, 1986 (“1986 Agreement”) and subsequently amended in 1994; and

WHEREAS, HINESVILLE shall operate, service and maintain the same for the benefit of FLEMINGTON and its residents (Section 7, 1986 Agreement); and

WHEREAS, the Georgia Department of Transportation will be widening a portion of US 84 that will require the relocation of Water and Sewer Service lines (PI #0011730); and

WHEREAS, the relocation of water and sewer service lines located in Flemington is not included within the scope of the Georgia Department of Transportation construction project; and

WHEREAS, the relocation of the water and sewer service lines is new construction and not related to the regular service and maintenance of the system; and

WHEREAS, Flemington and the public would benefit from such changes, which promotes the public health, safety and welfare; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph (a), provides for intergovernmental agreements for the provision or separate use of facilities, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide, Municipalities are each authorized to provide distribution of water, per Article IX, Section III, Paragraph I(a)(6)&(7) of the Georgia Constitution; and

Now, Therefore, for and in consideration of the premises herein and by virtue of the power and authority granted to the City of Hinesville and the City of Flemington by virtue of Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The foregoing recitals are true and correct and are made a part of this IGA as if fully set forth herein. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The Parties each covenant that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

2.

As the owner operator of the water and sewer distribution system the City of Hinesville shall administer the project and be compensated for administration and construction of the project. The City of Hinesville will invoice the City of Flemington in equal payments in the amount five thousand (\$5,000.00) dollars each month until the total the project amount is reached.

3.

The total repayment amount is estimated to be \$ 250,000.00 (budget details included in Attachment A) but may change based on the total expense for the project after construction is complete. If the project amount exceeds the estimate shown in Attachment A the City of Flemington will be notified before the expense is incurred.

4.

The City of Flemington shall provide all temporary and permanent easements necessary to the City of Hinesville to construct and maintain the water and sewer service lines.

5.

As the owner of the Water and Sewer Distribution System the City of Hinesville shall own, operate and maintain all water and sewer service lines located within the public right of way that is connected to the City's Water and Sewer Distribution System within the City Limits of Flemington.

6.

This Agreement together with the 1986 Agreement and subsequent 1994 amendment represents the entire agreement of the parties and may be modified or amended only by agreement in writing. This agreement supersedes all prior discussions and agreements between the parties and contains the entire understanding between the parties. All promises, Inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement.

7.

Except as expressly limited by this agreement, all rights given hereunder are in addition to and do not limit those provided at law or in equity. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand an exact compliance.

8.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this IGA.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this IGA to be executed under seals as of the day and year first above written.

City of Hinesville

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

City of Flemington

By: Paul Hawkins  
Mayor

Attest: J. Jordan  
City Clerk



Attachment A

Construction	\$203,180.25
GDOT Coordination and permitting	\$6,095.00
Engineering & inspection	\$20,318.00
Admin (City of Hinesville)	\$11,479.66
Contingency	\$20,318.03
Total Cost	261,390.94
Less Hinesville Share	11,800.00
Net to Flemington	\$249,590.94