

**INTERGOVERNMENTAL AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA AND THE CITY OF JOHNS CREEK, GEORGIA FOR
THE OWNERSHIP, MAINTENANCE, AND DISPLAY OF THE JOHNS CREEK
ROGERS BRIDGE STEEL ARTWORK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Johns Creek, Georgia (“City”), a municipal corporation lying wholly within the County, with each a “Party” and jointly “Parties”.

WHEREAS, the Parties to this Agreement are both governmental entities; 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; and

WHEREAS, on April 25, 2022, the County entered into an Intergovernmental Agreement (“2022 Intergovernmental Agreement”) to create public art utilizing the steel material from the historic Rogers Bridge which has now been completed as the “Rogers Bridge Steel Artwork,” or the “Artwork”; and

WHEREAS, as part of the 2022 Intergovernmental Agreement, the County and the City agreed to enter into a subsequent Intergovernmental Agreement to recognize the ownership of the Artwork and to provide for the maintenance and display of the Artwork.

NOW, THEREFORE, in consideration of the following mutual obligations, the County and the City agree as follows:

**ARTICLE 1
OWNERSHIP**

- 1.1 The Artwork shall be owned by the property owner (either City or County) of the parcel upon which each piece of Artwork is placed.
- 1.2 Each Party to this Intergovernmental Agreement shall retain the right to use images of the Artwork and make reference to it in their respective publications and presentations.
- 1.3 The County and the City shall acknowledge the partnership created herein when publicizing the Artwork.
- 1.4 The County and the City acknowledge that the artist retains rights to the Artwork pursuant to the Visual Artists Rights Act of 1990.

**ARTICLE 2
MAINTENANCE AND DISPLAY**

- 2.1 Each Party shall have the sole discretion to determine the location upon which the Artwork will be placed and all other features of the display of the Artwork at that location.
- 2.2 Each Party shall pay all expenses associated with the transport, delivery, and installation of the Artwork at that Party's chosen location.
- 2.3 All costs associated with maintenance and display of the Artwork shall be paid by the City or County which owns the property upon which the Artwork is placed. The County may, in its discretion, provide expertise and supervision of such maintenance and display.
- 2.4 The County will have a routine inspection of the Artwork performed at least once per year by a qualified art conservator, and may provide maintenance recommendations to the City.
- 2.5 The County may recommend maintenance plans for the Artwork, and the City or County will properly maintain the grounds on which the Artwork is placed with consideration of any such recommendations.

**ARTICLE 3
INSURANCE**

- 3.1 Each Party will insure its Artwork for the appropriate amount to be determined by that Party. The cost of all such insurance shall be borne by the Parties. The Parties may self-fund these insurance requirements.

**ARTICLE 4
DURATION AND TERMINATION**

- 4.1 The Agreement shall be effective upon the latest date approved by either of the Parties ("Effective Date"). The term of this Agreement shall be for a period of twenty-five (25) years from the Effective Date.

**ARTICLE 5
MISCELLANEOUS**

- 5.1 This Agreement shall be binding on the Parties, as well as the respective Parties' representatives, agents, attorneys, assigns, or successors in interest.
- 5.2 This Agreement constitutes the Parties' entire agreement with respect to the subject matter. Any amendment to the Agreement must be in writing and signed by the County and the City.
- 5.3 This Agreement shall be governed by the laws of the State of Georgia and any suit to enforce the Agreement shall be brought in the Superior Court of Fulton County, Georgia.

- 5.4 If any term or condition of this Agreement shall be deemed to be contrary to the laws of the State of Georgia, all other terms or conditions or applications shall continue in full force and effect.
- 5.5 This Agreement may be signed in two duplicate originals each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 5.6 This Agreement shall not be deemed effective until signed by all the Parties.

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

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

FULTON COUNTY, GEORGIA

Robert L. Pitts
Chairman, Board of Commissioners

(SEAL)

Tonya R. Grier
Clerk to Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Y. Soo Jo, County Attorney

David Manuel
Director, Fulton County Department of
Arts & Culture

CITY OF JOHNS CREEK, GEORGIA

John Bradberry
Mayor

(SEAL)

Allison Tarpley
City Clerk

Date: _____

APPROVED AS TO FORM:

APPROVED:

Richard A. Carothers
City Attorney

Ed Densmore
City Manager