

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY
AND THE CITY OF NORCROSS REGARDING
JOINTLY FUNDED 2014 SPLOST PROJECT(S)
(COUNTY MANAGED PROJECT: PROJECT # F-1068)

This agreement made by and between the City of Norcross, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, Georgia 30071 (hereinafter referred to as “City”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “County”) each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing a safe and efficient roadway improvement within Gwinnett County; and

WHEREAS, on August 13, 2013, the parties entered into an Intergovernmental Agreement for the use and distribution of proceeds generated by the 2014 Special Purpose Local Option Sales Tax (SPLOST) Program which was approved in a referendum by the voters of Gwinnett County on November 5, 2013 (hereinafter referred to as “SPLOST Intergovernmental Agreement”); and

WHEREAS, in recognition of the need for transportation improvements across the County and its Cities, the County and Cities agreed pursuant to the SPLOST Intergovernmental Agreement to utilize a minimum of sixty-five percent of their respective shares of total net proceeds of the 2014 SPLOST Program for transportation projects; and

WHEREAS, to further provide for transportation improvements and encourage partnership projects between the County and the Cities, the County agreed to set aside twenty-five million dollars (\$25,000,000.00) from its allocated share of the net proceeds of the 2014 SPLOST Program for the purpose of funding transportation projects jointly with the Cities; and

WHEREAS, the Parties agreed that each sponsoring City shall provide at least 19% matching funds from its own sources to the County’s allocation for the City from the twenty-five million dollar (\$25,000,000.00) set aside for County/City joint projects for any joint project proposed and approved in accordance with the SPLOST Intergovernmental Agreement; and

WHEREAS, the SPLOST Intergovernmental Agreement requires that separate Intergovernmental Agreements containing specific provisions and funding arrangements be executed for each joint project between the County and a City where a portion of the twenty-five million dollars (\$25,000,000.00) set aside by the County is sought to be used; and

WHEREAS, pursuant to the SPLOST Intergovernmental Agreement, the City of Norcross has proposed a transportation project located within the corporate limits of the City of Norcross which includes “Sub-projects” further specified and defined on Exhibit A attached

hereto for the purposes of making transportation improvements that will jointly benefit residents of unincorporated and incorporated Gwinnett County.

WHEREAS, both parties to this Agreement have certain funds allocated for use in connection with the project described in the paragraph above, further identified as Jointly Funded 2014 SPLOST Project (hereinafter referred to as the “Norcross County-Managed Project”); and

WHEREAS, both parties believe that the Norcross County-Managed Project proposed will further the purposes of meeting the transportation improvement needs of the County and the City in accordance with the SPLOST Intergovernmental Agreement; and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the efficient design and construction of the Norcross County-Managed Project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The Norcross County-Managed Project description and limits are as follows and as outlined in Exhibit A attached hereto: A portion of the cost to acquire right of way for an intersection improvement project at SR 13/US 23/Buford Highway and SR 140/Jimmy Carter Boulevard. The total SR 13/US 23/Buford Highway intersection improvement right-of-way cost is estimated to be \$10,000,000, of which the Norcross County-Managed Project is a Sub-project.
2. Project Costs:
 - a) The total 2014 SPLOST Norcross County-Managed Project cost is estimated to be \$2,000,000.
 - b) The County will contribute a maximum of \$1,000,000 toward the total Norcross County-Managed Project cost. In no event shall the County’s contribution exceed fifty percent (50%) of the total Norcross County-Managed Project cost, which is less than the maximum 81% allowed match. The \$1,000,000 County contribution and the matching funds by the City in the amount of \$1,000,000, or 50% of the Norcross County-Managed Project cost, which exceeds the City’s minimum 19% required match, equals a total County and City contribution to the project of \$2,000,000. Both parties acknowledge that this sum represents a portion of the total amount, currently estimated to be \$10,000,000, that will be needed to complete the right-of-way phase for this intersection improvement. The County and City will work together with other potential project partners to obtain future funds, including possible state and/or federal funds, for the right-of-way phase and subsequent phases of the project.
 - c) The parties further agree that should the final cost of the Norcross County-Managed Project be less than the estimated cost, the City’s portion of the final cost shall in no event be less than 50% of the local share of the final cost of the Norcross County-Managed Project.

- d) Both parties agree that the estimated cost shown (under 2.b) is a reasonable, good faith estimate based on two preliminary cost estimates for the right-of-way phase of this intersection improvement. The estimated cost shown includes all costs necessary to complete the right-of-way phase, including, but not limited to, land costs (right of way and easements), title searches, appraisals, acquisition services, legal services, and court costs, as well as jury verdicts and negotiated settlements. County information regarding right-of-way appraisals, negotiations, and condemnation cases will remain confidential during acquisitions, and only final costs of right-of-way acquisitions will be made available after all acquisitions have closed.
- e) If, prior to the County closing on or filing condemnation on any parcel acquisitions, both parties determine that the Norcross SR 13/US 23/Buford Highway Sub-project, as described in Exhibit A, is no longer feasible or is no longer in the best interest of the City and the County, any unspent funds may, by subsequent mutual agreement, be reallocated to a new Sub-project(s). Any new Sub-project(s) identified shall comply with all provisions as contained in the City/County Intergovernmental Agreement dated August 13, 2013 that pertain to project selection and funding share.
- f) Both parties acknowledge that on the date of execution of this agreement, funding obligations for the intersection improvement project at SR 13/US 23/Buford Highway and SR 140/Jimmy Carter Boulevard from other sources not party to this agreement are expected but may not be secured. If, prior to the County letting the intersection improvement project at SR 13/US 23/Buford Highway and SR 140/Jimmy Carter Boulevard for construction, contributions from additional sources not party to this agreement either do not materialize or are less than required to complete the intersection improvement at SR 13/US 23/Buford Highway and SR 140/Jimmy Carter Boulevard, then the County may determine that the intersection improvement project at SR 13/US 23/Buford Highway and SR 140/Jimmy Carter Boulevard is not feasible with the available funding. The County and City would then by subsequent mutual agreement reallocate any unspent funds in the Norcross SR 13/US 23/Buford Highway Sub-project to a new Sub-project(s). Any new Sub-project(s) identified shall comply with all provisions as contained in the City/County Intergovernmental Agreement dated August 13, 2013 that pertain to project selection and funding share.

3. County Responsibilities:

- a) The County shall be responsible for the management of all aspects of the Norcross County-Managed Project as specified in Exhibit A.
- b) The County shall process and pay all invoices from vendors/contractors through its Department of Transportation.

4. City Responsibilities:

- a) The City's payment to the County shall be in the form of a reimbursement.
- b) Upon receipt of an invoice from the County for qualified Norcross County-Managed Project expenses, the City shall pay 50% of the invoiced expenses within thirty (30) days by check or electronic transfer.

5. As to the Norcross County-Managed Project, the parties agree that neither the County nor the City shall indemnify or hold harmless the other party's agents, inspectors, servants and employees, past and present. Both the City and the County, if requested, shall assume and defend at their own cost, any suit, action or other legal proceeding arising therefrom for the Norcross County-Managed Project.
6. All notices pursuant to this agreement shall be served as follows: As to the County, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, City of Norcross, 65 Lawrenceville Street, Norcross, Georgia 30071.
7. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2014.

GWINNETT COUNTY, GEORGIA

CITY OF NORCROSS, GEORGIA

By: _____
CHARLOTTE J. NASH

By: _____

Title: CHAIRMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: City Clerk (SEAL)

APPROVED AS TO FORM:

County Attorney

EXHIBIT A – CITY OF NORCROSS/GWINNETT COUNTY IGA – COUNTY MANAGED PROJECT

PROJECT # F-1068

SUB-PROJECT NAME	IMPROVEMENT TYPE	DESCRIPTION	COUNTY CONTRIBUTION	CITY CONTRIBUTION
SR 13/US 23/Buford Highway at SR 140/Jimmy Carter Boulevard	Intersection Improvement (ROW Phase)	A portion of the cost to acquire right of way for intersection project.	\$1,000,000	\$1,000,000