

INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY
AND
THE CITY OF SUGAR HILL
REGARDING
JOINTLY FUNDED 2017 SPLOST PROJECT(S)
(CITY MANAGED PROJECT: PROJECT # F-1237)

This agreement made by and between the City of Sugar Hill, a municipal corporation chartered by the State of Georgia and headquartered at 5039 West Broad Street, Sugar Hill, Georgia 30518 (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 July 19, 2016, the parties entered into an Intergovernmental Agreement for the use and distribution of proceeds generated by the 2017 Special Purpose Local Option Sales Tax (SPLOST) Program which was approved in a referendum by the voters of Gwinnett County on November 8, 2016 (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 2017 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 the sum of Thirty Million Eight Hundred Forty Five Thousand Seven Hundred Seventy Dollars (\$30,845,770.00 and hereinafter referred to as "Total City/County Sum") from its allocated share of the net proceeds of the 2017 SPLOST Program for the purpose of funding transportation projects jointly with the Cities; and

WHEREAS, the Cities agree that each sponsoring City shall provide at least nineteen percent (19%) matching funds from its own sources 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 Total City/County Sum set aside by the County is sought to be used; and

WHEREAS, pursuant to the SPLOST Intergovernmental Agreement, the City of Sugar Hill has proposed a transportation project located within or adjacent to the corporate limits of the City of Sugar Hill which includes “Sub-projects” as 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; and

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 2017 SPLOST Project (hereinafter referred to as the “Sugar Hill Project”); and

WHEREAS, both parties believe that the Sugar Hill 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 Sugar Hill 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 Sugar Hill Project consists of the following Sub-projects which are more particularly described in Exhibit A attached hereto:

- Joint Sidewalk Projects
- Level Creek Road Extension
- Sugar Hill Greenway (roadside sections)

2. Project Cost:

- a. The total Sugar Hill Project cost, including Sub-projects, is estimated to be \$4,050,512.
- b. The County’s total contribution to the 2017 SPLOST jointly-funded Sugar Hill city-managed project, including all sub-projects, shall not exceed \$3,280,915. In no event shall the County’s contribution exceed eighty one percent (81%) of the total Sugar Hill Project cost or any single sub-project.
- c. The City agrees that it will be responsible for the remaining amount of the estimated and final Project cost, which shall constitute at least nineteen percent (19%) of the total Sugar Hill Project cost. The City’s portion of the final cost shall in no event be less than nineteen percent (19%) of the final cost of the Sugar Hill Project.
- d. Both parties agree that the estimated cost shown (under 2.a) is a reasonable, good faith estimate based on the total scope of the Sugar Hill Project including Sub-projects. The estimated cost shown also includes all costs necessary to complete all phases of a typical, complex transportation project, including design, right-of-way acquisition and related professional services, and construction. The Sugar Hill Project shall be considered complete when all Sub-projects are completed in accordance with Exhibit A. A Sub-project is considered complete when it is open to traffic, operational, or otherwise useable

to the public. The City agrees that the County's contribution is to be used only for sub-projects where the City has a reasonable expectation that funding is available to complete the sub-project. To the extent that the County's contribution combined with the City's minimum contribution is not sufficient to complete the Sugar Hill Project, the County and the City agree that the City will provide additional funding to complete the Sugar Hill Project unless the City and County enter into a subsequent mutual agreement revising the scope of the Sugar Hill Project to fall within the available funding.

3. City Responsibilities:

- a. The City shall be responsible for all project management to include all applicable design, ROW acquisition, and construction of the Sub-projects of the Sugar Hill Project.
- b. The City shall submit invoices from vendors/contractors to the Director of the Gwinnett County Department of Transportation or his designee to be processed for reimbursement.
- c. To the extent any ROW acquisition or easements on County roads is necessary, the City agrees to file a quit claim deed and transfer any right and claim to the property to the County. To the extent any ROW acquisition or easements on state roads is necessary, the City agrees to coordinate with the Georgia Department of Transportation regarding any necessary transfer of property from the City to the state.
- d. If the Sub-project is located on city-maintained roads, the City accepts responsibility for review and final inspection of the Sub-project. Gwinnett County reserves the right to request copies of inspection reports, test results and field notes.
- e. If the Sub-project is on, along or crosses a County-maintained roadway, then the City shall submit plans to the County for review. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
- f. If the Sub-project is on, along or crosses a state route, then the City shall submit plans to the County for review and to the Georgia Department of Transportation for review and encroachment permit. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
- g. The City shall be responsible for ensuring the completion of the Sub-projects of which the County has provided any reimbursement. The City agrees that construction of the Sub-projects shall be completed no later than December 31, 2022 unless otherwise agreed to by the parties.
- h. Upon the completion of any jointly funded City-Managed project developed on County maintained right of way, the City shall forward to the County a list of assets installed as part of the project. The list of assets shall include, but is not limited to new travel lanes, traffic signals, bridge structures, guardrail, curb & gutter, sidewalk, drainage pipe, manhole structures, County-owned sewer pipes, County-owned water pipes, fire hydrants and any new right of way or easements acquired in the name of, deeded to or otherwise conveyed to the County. The cost of each asset as installed or acquired shall be included.

4. County Responsibilities:

- a. The County's payment to the City shall be in the form of a reimbursement.

- b. Upon receipt of an invoice from the City for qualified Sugar Hill Project expenses, the County shall pay 81% of the approved qualified expenses within thirty (30) days.
5. The parties further agree that the City will maintain a record of all Sub-projects showing the original estimated cost, the current estimated cost if different, amounts expended in prior years, amounts expended in the current years, and any excess proceeds which have not been expended on the Sub-project.
6. As to the Sub-projects, the City hereby assumes the responsibility ~~and liability~~ for design, construction, installation or performance of each Sub-project. Both the City and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.
7. During the design and construction or performance of the Sub-projects, the City agrees that it will add the County as an additional insured to any and all liability policies that it has or obtains related to the Sub-projects.
8. As to the Sugar Hill Project and to the extent permitted by law, if any, the City hereby assumes the responsibility and liability for damages, injury, death or destruction of any person or property resulting from or arising out of any act or omission in connection with this Agreement or the prosecution of the work caused by the Sugar Hill Project, if caused by the City or its agents, servants, or employees. 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 shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.
9. 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 Sugar Hill, 5039 West Broad Street, Sugar Hill, GA 30518.
10. 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 _____, 20__.

GWINNETT COUNTY, GEORGIA

CITY OF SUGAR HILL, 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 SUGAR HILL/GWINNETT COUNTY IGA – CITY MANAGED PROJECTS

PROJECT # F-1237

SUB-PROJECT NAME	IMPROVEMENT TYPE	LOCATION	MAXIMUM COUNTY CONTRIBUTION*
Joint Sidewalk Projects	Sidewalk		\$3,280,915
Level Creek Road Extension	Major Roadway	Broad Street to SR 20 / Nelson Brogdon Boulevard (to line up with Stanley Street)	
Sugar Hill Greenway	Multi-use Path	Roadside sections	