



DATE: *September 5, 2019*
TO: Mayor and City Council
FROM: Assistant City Manager
SUBJECT: Intergovernmental Agreement (IGA)
Sugar Hill Greenway Project at Gwinnett EER Parks

RECOMMENDED ACTION

Approve and authorize the Mayor to sign the required agreement with Gwinnett County addressing the construction, maintenance, and operation of the greenway trail through two county parks in Sugar Hill.

In order to build a portion of the greenway traversing their park system, Gwinnett County has requested an agreement to authorize the construction, maintenance, and operation of the Sugar Hill greenway trail. The affected trail segment extends some 1,800 linear feet through both the older park to the north between Peachtree Industrial and Level Creek Road as well as connecting to the existing trail in the new park to the south. These segments are shown in red on the exhibit to the agreement. Staff has coordinated with the county on the development of the terms of the agreement along with the routing of the trail in and through these areas and will continue to coordinate during the final design and construction phases of the project.

Attachments
Agreement
Exhibit

Intergovernmental Agreement

THIS AGREEMENT made this _____ day of _____, 2019, between the CITY OF SUGAR HILL, a Municipal Corporation of the State of Georgia (hereinafter "City") and GWINNETT COUNTY, GEORGIA, a political Subdivision of the State of Georgia (hereinafter "County").

WHEREAS, the City and the County have a history of cooperating in the provision of E.E. Robinson Park's North and South campuses ("Park") for the enjoyment of their citizenry; and

WHEREAS, the County has built a walking trail system within its first-class and award-winning park system; and

WHEREAS, nearly 1,800 linear feet of trail improvements ("Project") are proposed in the Park benefitting both the City and the County; and

WHEREAS, the City has budgeted through a joint effort with the County under the 2017 SPLOST program, and

WHEREAS, both parties agree that the park's trails, as a pedestrian entrance to the park from the community and as a service to their citizenry, needs to be connected to the overall county-wide trail system; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County do hereby agree as follows:

Section 1

Term

This Agreement shall become effective October 1, 2019 and shall continue in full force and effect until September 30, 2069.

Section 2

Project

The City shall provide all design, construction administration and bidding services for the Project. The Project is further identified, incorporated, and described graphically as Exhibit A to this Agreement. City and County staff will work cooperatively to field-locate and adjust as necessary trail alignments to preserve and protect natural resources and specimen trees determined by the County to be in good health.

Section 3

Maintenance

The City shall provide all future maintenance and repair associated with the Project from the beginning, during construction as well as after the completion of said improvements.

Section 4

Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and the laws of the State of Georgia.

Section 5

Insurance and Indemnification

To the extent permitted by Georgia law, the City, and all successors and assigns thereto, shall indemnify and hold harmless the County, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work authorized under this Agreement.

Section 6

Entire Agreement

This Agreement expresses the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, negotiations, and communications between the two parties hereto.

Section 7

Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 8

Amendments or Modifications

No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by all parties hereto.

Section 9

Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF CITY OF SUGAR HILL **and** GWINNETT acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

(SIGNATURES NEXT PAGE)

CITY OF SUGAR HILL, GEORGIA

By: _____
Steve Edwards, Mayor

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

City Clerk

(City Seal)

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash, Chairman
Gwinnett County

Signed, sealed and delivered in the
presence of:

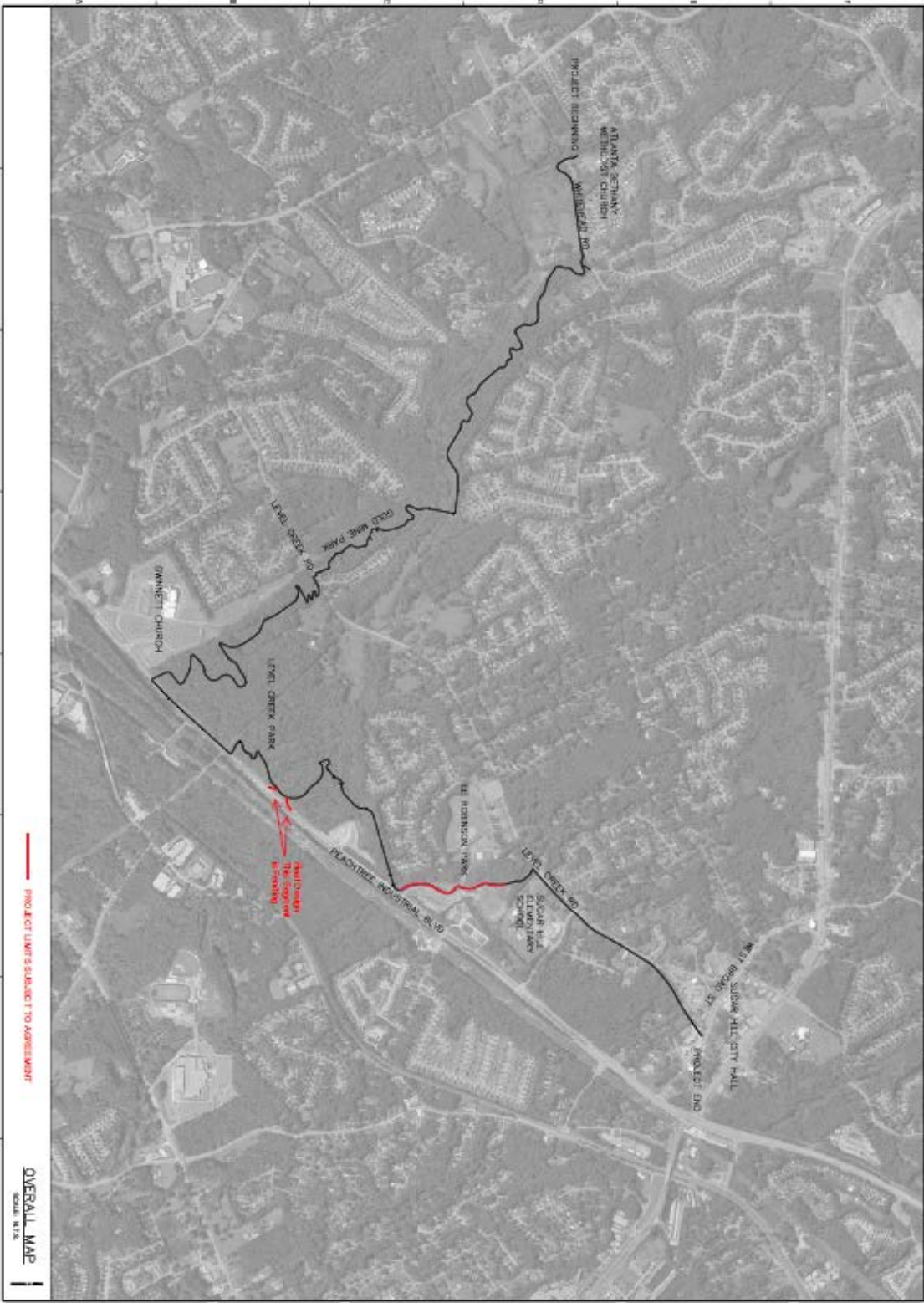
ATTEST:

Unofficial witness

County Clerk
(County Seal)

APPROVED AS TO FORM:

Senior Assistant County Attorney



DATE	BY	REVISION DESCRIPTION

DATE	BY	REVISION DESCRIPTION

**SUGAR HILL GREENWAY
PHASE 1**

CITY OF SUGAR HILL
335 WEST BROAD STREET
SUGAR HILL, GA 30088

NOT RELEASED FOR
CONSTRUCTION

JACOBS
10 Town Square
Suite 400
Atlanta, GA 30339