

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY AND THE CITY OF LAWRENCEVILLE FOR  
IMPLEMENTATION OF THE CAMELOT WOODS  
WATER IMPROVEMENT PROJECT**

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority (hereinafter referred to as the "WSA"), and the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Lawrenceville"). Gwinnett County and the WSA are collectively and sometimes individually referred to herein as "Gwinnett". Gwinnett County, the WSA and Lawrenceville may be referred to herein collectively as the "Parties" or individually as a "Party".

**RECITALS**

WHEREAS, Gwinnett County operates and maintains the water facilities and appurtenances owned by the WSA to provide water services to the public for compensation within Gwinnett County, including the municipal limits of the City of Lawrenceville; and

WHEREAS, Gwinnett has a planned water main improvement project known as the Camelot Woods Water Main Replacement project (hereinafter the "Water Project") the limits of which are depicted in Exhibit "A" attached hereto; and

WHEREAS, the Water Project involves the replacement of 5,300 linear feet of 6-inch and 8-inch Asbestos Concrete Pipe (ACP) water main with 8-inch ductile iron water main under pavement of King Arthur Drive, Merlin Place, and Lancelot Way (hereinafter the "Streets"); and

WHEREAS, Lawrenceville has plans to resurface the Streets through its road maintenance program; and

WHEREAS, the Parties desire to partner and work together in good faith for the implementation of the Water Project.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and among the Parties as follows:

#### **1. Recitals.**

The above Recitals are true, correct and form a material part of this Agreement.

#### **2. Term of Agreement and Termination.**

The term of this Agreement shall begin on the day and date hereinabove written and shall extend until all obligations of the Parties are met or for a period of fifty (50) years, whichever is sooner. This agreement shall become null and void should Gwinnett not implement the Water Project, and give notice to Lawrenceville of the same.

#### **3. Obligations of Gwinnett.**

- a) Gwinnett shall resurface the entire area of the Streets, as defined herein, as part of the Water Project.
- b) Gwinnett County shall bid, award a contract to a contractor, and administer the contract to completion for the implementation of the Water Project.

#### **4. Obligations of Lawrenceville.**

- a) Lawrenceville shall reimburse to Gwinnett the bid amount for street resurfacing as outlined below:

An amount not to exceed Three Hundred Ninety-Seven Thousand, Six Hundred Sixty-Two Dollars (\$397,662.00) for 1,214 Tons of Asphalt and 14,175 Square Yards (SY) of milling within thirty (30) days of completion of the Water Project

currently scheduled for the first quarter of 2025. Project completion shall be defined as final payment to the contractor and issuance of close-out paperwork.

**5. Reservation of Rights.**

Gwinnett reserves the right to utilize all real estate rights acquired for the Water Project for any and all purposes not inconsistent with the property rights herein obtained.

**6. Remedies.**

- a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedies at law available to enforce this instrument are inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the Party which is enforcing the provision.
- b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

**7. Entire Agreement.**

This Agreement constitutes the entire agreement between Lawrenceville and Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement.

**8. Severability.**

It is understood and agreed by and between the Parties that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained, provided, however, that invalidity of any such condition or provision does not materially prejudice either Gwinnett County, the WSA or Lawrenceville with respect to its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

**9. Successors and Assigns.**

The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective representatives, successors, and permitted assigns.

**10. Evidence.**

The Parties agree that if Gwinnett County or the WSA is sued in subsequent litigation concerning the Water Project, including, but not limited to, the acquisition of easements or other property interests or the construction of any of the subject facilities and appurtenances, this Agreement may be introduced into evidence.

**11. Attorneys' Fees.**

Each Party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of this Agreement or the Water Project.

**12. Controlling Law, Venue.**

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

**13. Further Assurances.**

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

**14. Construction.**

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against any Party.

**15. Legal Advice.**

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

**16. Amendment of Agreement.**

Only a writing signed by each of the Parties may modify this Agreement.

**17. Authority.**

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

**18. Headings.**

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the terms and conditions contained herein or the rights granted hereby.

**19. Time.**

Time is of the essence with respect to all duties and obligations set forth in this Agreement.

**20. Notice.**

- (a) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Lawrenceville at its address set forth below:

City of Lawrenceville  
City Manager  
PO Box 2200  
70 South Clayton Street  
Lawrenceville, Georgia 30046  
(770) 963-2414

- (b) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Gwinnett County at its address set forth below:

Gwinnett County Administrator  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:

Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

- (c) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to the WSA at its address set forth below:

Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:

Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

- (d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail, statutory overnight mail, or hand-delivery.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in two counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

CITY OF LAWRENCEVILLE, GEORGIA

By: \_\_\_\_\_  
David Still, Mayor

Signed, sealed and delivered in the  
presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
City Clerk

(City Seal)

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY, GEORGIA

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
Nicole L. Hendrickson  
CHAIRWOMAN  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Notary Public

ATTEST:

[Notarial seal]

\_\_\_\_\_  
County Clerk

(County Seal)

Approved as to Form:

\_\_\_\_\_  
Senior Assistant County Attorney



GWINNETT COUNTY WATER &  
SEWERAGE AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_ Printed  
Name: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Secretary

Signed, sealed and delivered in the  
presence of:

NOTARY:

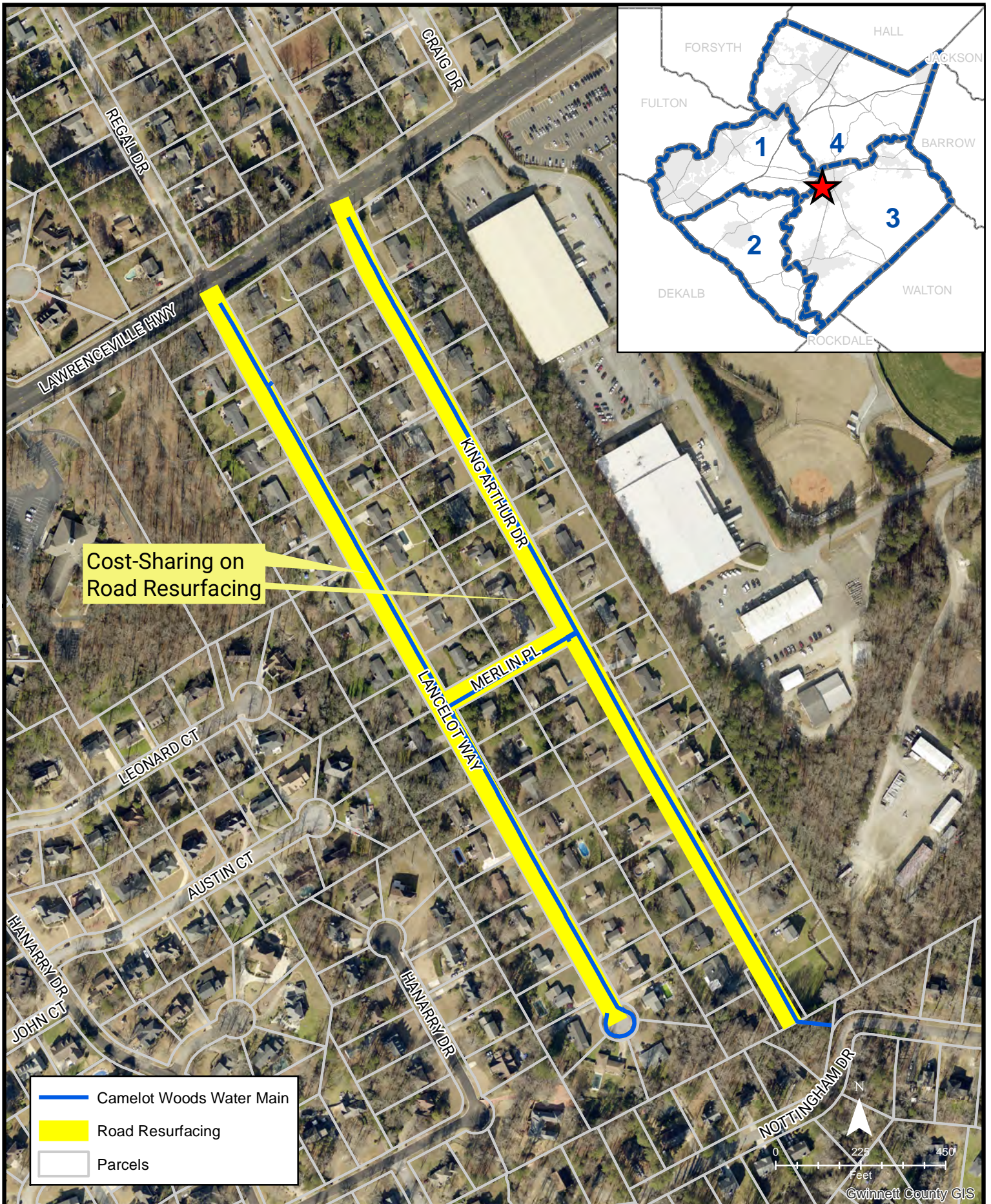
\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
[Notarial seal]

Approved as to Form:

\_\_\_\_\_  
Attorney





**EXHIBIT A**  
**IGA with City of Lawrenceville for Camelot Woods**  
**Water Main Replacement Project**