

INTERGOVERNMENTAL AGREEMENT
FOR THE IMPROVEMENT, OPERATION, MAINTENANCE, AND REPAIR
OF SEMINARY STREET

THIS INTERGOVERNMENTAL AGREEMENT FOR THE IMPROVEMENT, OPERATION, MAINTENANCE, AND REPAIR OF SEMINARY STREET (hereinafter referred to as the "Agreement") is made and entered into this the ____ day of _____, 2022, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality, or political subdivision, or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, Seminary Street is located on property owned by the County between South Perry Street and South Clayton Street within the city limits of the City of Lawrenceville and is more particularly described as being located in Land Lots 146 and 147 of the 5th Land District and being shown as Right-of-Way Dedication, consisting of 0.434 acres (18,911 sq. ft.), on the Right-of-Way Dedication Plat prepared by Precision Planning, Inc. for the City of Lawrenceville, consisting of two (2) drawings dated July 26, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the City has proposed a project to make roadway and streetscape improvements to Seminary Street as shown on the Site and Dimension Plan, prepared by

Precision Planning, Inc. for the Seminary Street Parking and Improvements, consisting of one (1) drawing dated August 12, 2022, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, the City desires to assume responsibility for the improvement, operation, maintenance, and repair of Seminary Street; and

WHEREAS, the County currently utilizes Seminary Street to provide bus parking and access to off-street parking for the Isaac Adair House and Lawrenceville Female Seminary which are located to the south of Seminary Street and are owned and operated by the County; and

WHEREAS, the City's proposed improvements are designed to maintain said bus parking and access to off-street parking; and

WHEREAS, the City and the County, upon careful review and consideration, have concluded that it is in the best interests of the health, safety, and welfare of the citizens of Gwinnett County to cooperate so as to provide for the improvement, operation, maintenance, and repair of Seminary Street; and

WHEREAS, the City and the County desire to enter into this Agreement to memorialize their understandings as to all issues related to the improvement, operation, maintenance, and repair of Seminary Street.

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 are hereby acknowledged, the City and the County do hereby agree as follows:

1. County Responsibilities.

The County shall maintain ownership of Seminary Street and shall allow the City to improve, operate, maintain, and repair Seminary Street subject to the terms and conditions of this Agreement.

2. The City's Responsibilities.

- a. The City, at its sole cost and expense, shall make the improvements to Seminary Street as shown on Exhibit "B". During construction of the improvements, the City shall at all times maintain access to the County's off-street parking for the Isaac Adair House and Lawrenceville Female Seminary located south of Seminary Street, and the City shall ensure its contractors coordinate with the County as to its needs for bus parking.
- b. The City shall be solely responsible for the operation, maintenance, and repair of Seminary Street in accordance with the following:
 - 1) The City shall operate Seminary Street as a public access easement and shall maintain Seminary Street, including its streetscape, in good repair and for use by the public.
 - 2) The City shall be solely responsible for all costs and expenses associated with the operation, maintenance, and repair of Seminary Street including, but not limited to, roadway maintenance and repair and streetscape maintenance including mowing, landscaping, signage, street lighting, trash removal, graffiti removal, and debris removal.
 - 3) The City shall ensure that the parking spaces along Seminary Street are limited to bus parking between the hours of 7 a.m. and 3 p.m., Monday through Friday, and shall erect and maintain adequate signage regarding same.
 - 4) The City shall ensure that access to the County's off-street parking for the Isaac Adair House and Lawrenceville Female Seminary located south of Seminary Street is maintained at all times.

3. Term.

- a. The term of this Agreement shall be fifty (50) years from the date first set forth above unless terminated earlier as provided herein.

- b. This Agreement shall automatically terminate in the event the City ceases to operate, maintain, and repair Seminary Street as evidenced by the following:
 - 1) The City providing notice to the County of its intention to cease operating, maintaining, and repairing Seminary Street; or
 - 2) The County providing notice to the City of the appearance that the City has ceased operating, maintaining, and repairing Seminary Street, and the City failing to take affirmative steps to operate, maintain, and repair Seminary Street within thirty (30) days of the date of such notice.

4. Insurance.

- a. The City shall maintain commercial general liability insurance coverage in the amount of no less than \$1,000,000.00 dollars for bodily injury and property damage.
- b. Each contractor hired by the City to perform any work on Seminary Street shall be required to maintain general liability insurance, including coverage for bodily injury and property damage, at the level required by the County for comparable transportation projects. The County shall be named as an additional insured on any such policy of insurance. Prior to any work being performed, the County shall be provided with a certificate evidencing said insurance coverage and providing for at least thirty (30) days prior written notice to the County in the event of alteration or cancellation.

5. Default.

It is covenanted and agreed that, if the City or the County shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Agreement on its part to be performed or observed after written notice specifying the covenant, term, provision, or condition with required action to correct or cure same, and sixty (60) days having elapsed from the date of receipt of such written notice or such additional time as is reasonably required to cure or correct any such default, then the parties agree that, prior to initiating any litigation, they will

participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the parties shall be free to pursue all remedies available by law, including but not limited to, specific performance.

6. Assignment.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

7. Modification.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

8. Notices.

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the County:

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

With a copy to:

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

b. If to the City:

City Manager
City of Lawrenceville, Georgia
70 South Clayton Street, P.O. Box 2200
Lawrenceville, Georgia 30046

With a copy to:

Lawrenceville City Attorney
Thompson, Sweeny, Kisinger & Pereira, P.C.
P.O. Box 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused, or undeliverable, the date of receipt shall be the date of the official United States postmark.

9. Consent of Parties.

Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization, or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement, that person's duly appointed successor, by one of the persons authorized by law, or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the City requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a

regular meeting.

10. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

11. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Severability.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated unless the elimination of such provision materially affects the continuing operation of this Agreement.

13. No Waiver.

No consent or waiver, express or implied, by either party, to any breach of any covenant, condition, or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition, or duty.

14. No Third Party Benefit.

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 Seminary Street of any liability or responsibility to complete any work in a good, substantial, and workmanlike manner.

15. Time of Essence.

Time is of the essence under this Agreement.

16. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the improvement, operation, maintenance, and repair of Seminary Street.

17. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

18. Delegation.

The County hereby delegates to the County Administrator, and the City hereby delegates to the City Manager, authority to enter into, on behalf of the County and the City, further agreements more specifically addressing maintenance, operational, or repair issues related to Seminary Street.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE

Attest:

City Clerk

(City Seal)

By: _____

DAVID R. STILL, Mayor

Approved as to Form:

City Attorney

GWINNETT COUNTY, GEORGIA

Attest:

County Clerk

(County Seal)

By: _____

NICOLE L. HENDRICKSON, Chairwoman

Approved as to Form:

Deputy County Attorney