

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE DESIGN OF A NEW AZALEA REGIONAL
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT is made this the _____ day of September, 2024, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), and the Azalea Regional Library System, organized and existing in accordance with O.C.G.A. § 20-5-1 et seq., (hereinafter referred to as the “Library System”) (together hereinafter referred to as the “Parties”).

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 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, pursuant to O.C.G.A. § 20-5-49, the Library System is authorized to make and enter into such contracts or agreements as are deemed necessary and desirable; and,

WHEREAS, the Parties desire to enter into this Agreement in accordance with the terms, conditions, and obligations contained herein for the purpose of agreeing to the overall design construction and bidding process for the construction of a new library building to be located on Main Street in the downtown area of the City of Loganville (the “New Library”) (from time to time the overall process of designing and building the New Library may be referred to as the “Project”); and,

WHEREAS, the Parties, in conjunction with Walton County, Georgia, previously entered into that certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville dated November 7, 2023 (the “Concept IGA”) memorializing the overall project scope and agreed upon funding mechanisms to pay for the New Library and to agree to the process of designing and building and funding and operating the New Library; and,

WHEREAS, the Parties, in conjunction with Walton County, Georgia, previously entered into that certain Amendment #1 To That Certain Intergovernmental Agreement Concerning The Funding and Building of a New Azalea Regional Library Inside the City Limits of Loganville Dated November 7, 2023 dated June 27, 2024 (the “Concept IGA Amendment 1”) memorializing a change in delivery dates for completing additional expected agreements concerning the New Library; and,

WHEREAS, the Library System has previously chosen the architectural firm of McMillan, Pazdan, Smith, Architecture to design the New Library (the “Architects”); and,

WHEREAS, a construction committee consisting of Stacy L. Brown, Executive Director, Azalea Regional Library System, Lisa Luttrell, Chairwoman of the O’Kelly Memorial Library Board, Danny Roberts, Loganville City Manager, Branden Whitfield, Loganville City Council Member and Chairman of the City’s Economic Development Committee, and Nate Rall, Executive Director of Planning and Programs for the Georgia Public Library Service, (“New Library Planning Committee” or “NLPC”) was created and has regularly met with the Architects to help develop the overall design of the New Library; and,

WHEREAS, the City is the owner of those certain properties commonly known as 190 Covington Street, Loganville, Walton County, Georgia and 210 Main Street, Loganville, Walton County, Georgia 30052, (collectively the “Property”) (see, Exhibits “A-1” and “A-2” for legal descriptions of the Property and Exhibit B for a plat of the Property); and,

WHEREAS, the Architects worked with the City and the NLPC to divide the Property into two parcels: to wit, the West Parcel or the Library Tract containing 1.852 acres, more or less, and the East Parcel or the Town Green Tract containing 1.722 acres, more or less, to allow for the use of the Property for both the New Library and a future new town green for the City (The Library Tract is described in Exhibit A-1 and the Town Green Tract is described in Exhibit A-2); and,

WHEREAS, the Parties agree that the Library Tract is an appropriate location on which to build and operate the New Library; and,

WHEREAS, the Architects have designed the New Library to be built in accordance with the 75% Completed Construction Documents (“75% CDs”) (the 75% CDs are attached hereto and incorporated herein by reference as Exhibit C) based on the Library Tract, the input from the NLPC and the available funding mechanisms to build the New Library; and,

WHEREAS, the Architects anticipate completion of the 100% Construction Documents (“Construction Documents”) very shortly and that such Construction Documents will not materially change from the details contained in the 75% CDs; and,

WHEREAS, the Architects have developed certain Exterior Renderings (Attached hereto and incorporated herein by reference as Exhibit D collectively) to aid the Parties in understanding what the completed New Library will look like located on the Library Tract in the City; and,

WHEREAS, the Architects have developed certain Interior Renderings (Attached hereto and incorporated herein by reference as Exhibit E collectively) to aid the Parties in understanding what the completed New Library will look like on the interior of the building once completed with said Interior Renderings including standard “Finish Boards” with certain material and color selections; and,

WHEREAS, the Architects have designed the New Library to be built in two phases to accommodate both the current funding available to construct the New Library and the need for future growth of the New Library as the City grows in size; and,

WHEREAS, the Parties anticipate beginning construction of Phase 1 of the New Library in calendar year 2025 once additional agreements have been entered into and the construction project has been properly bid in accordance with Georgia law; and,

WHEREAS, the Parties anticipate that Phase 2 of the New Library will be built at a later date, upon agreement of the Parties and as funding sources for Phase 2 are properly secured; and,

WHEREAS, the Architects have depicted the Phase 1 and Phase 2 footprints on the Library Tract in a conceptual site plan to aid the Parties in visualizing the future growth of the New Library (Said site plan is attached hereto and incorporated herein by reference as Exhibit F); and,

WHEREAS, the Architects have designed the New Library to be built in a manner that allows the City to use certain portions of the New Library from time to time for purposes not directly related to the operations of the Library and that those design elements are essential to the City's intended development of the downtown area of the City; and,

WHEREAS, the Parties agree that on or before January 31, 2025 the parties will work to enter into an additional agreement, in conjunction with Walton County, Georgia, containing substantially all matters relating to the construction and payment processes for the New Library (the "Construction IGA"); and,

WHEREAS, the Parties agree that on or before January 31, 2025 the parties will work to enter into an additional agreement, in conjunction with Walton County, Georgia, containing substantially all matters relating to the future operations of the New Library including essential lease terms relating to the Library Tract (the "Operations IGA");

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Library System do hereby agree as follows:

1. The Library Tract. The City agrees to provide and grant the use of the Library Tract to the Library System for the purpose of building, constructing, and operating the New Library. The City further agrees to lease the Library Tract to the Library System with a minimum term of twenty (20) years. Said lease terms shall be agreed upon by the Parties in the Operations IGA. As stated in the Concept IGA, the Library System shall be responsible for the construction of the New Library. The City shall at all times retain full ownership rights to the Library Tract.
2. The New Library Design. The Parties agree that the New Library will be built and developed in accordance with the 75% CDs contained in Exhibit C and the subsequent

Construction Documents, subject only to changes to the Project as approved by the Parties in accordance with Project Changes outlined hereinbelow in Paragraph Nine. The Parties further agree that the Exterior Renderings and the Interior Renderings provide an accurate visual representation of the completed Project including all landscaping and hardscape elements of the Project based on the design work completed by the Architects. The New Library will be constructed in a finished aesthetic design in keeping with the Exterior Renderings and the Interior Renderings.

3. The New Library Phasing.

a. Phase 1. The Parties agree that Phase 1 of the New Library will be built in accordance with the 75%CDs which yields a total heated square footage of usable interior space of the New Library to be approximately 10,833 Square Feet.

b. Phase 2. The Parties agree that Phase 2 of the New Library will be approximately 6,900 Square Feet and will be constructed immediately to the East of Phase 1 of the New Library as shown on Exhibit F, yielding a total square foot size of approximately 17,733 Square Feet.

4. Shared Parking. The Parties agree that the Library Tract will contain approximately 35 parking spaces for use by the general public. For all hours that the New Library is open and functioning in its primary capacity as a public library, these spaces shall be available for use by the Library System's staff and patrons of the New Library. For all hours that the New Library is not open, the parking spaces located on the Library Tract shall be available for public parking as controlled and determined by the City in its sole discretion. In particular, the Parties anticipate that the City will use the parking on the Library Tract for special events conducted by the City in the downtown area of Loganville from time to time. The Parties agree to address this shared parking arrangement in further detail in the Operations IGA.

5. Shared Building Functions. The Parties agree that certain portions of the New Library building will be available to the City to be used for non-library related purposes from time to time. In particular, the Parties agree that the restroom facilities of the New Library will be available for the City to use during hours when the New Library is not open for library services for the City to use during certain special events that occur in the downtown area. The City shall bear sole responsibility for maintaining, cleaning and repairing any damages which occur during its use of the restrooms. Additionally, the City will be permitted to use the Meeting Room free of charge during normal Library hours in accordance with the meeting room policy as adopted by the Library System. The Parties agree to address this shared building use arrangement in further detail in the Operations IGA. Notwithstanding anything herein to the contrary regarding shared usage, the Library shall occupy the building and the City shall own the Property.

6. Estimated Cost of Construction. Based on the current cost estimates of the Architects, the Parties acknowledge that the cost estimate for completion of Phase 1 of the New Library is currently \$5,573,650 with some alt/add alternatives that would add an additional \$60,000

to said cost estimate. The Parties acknowledge that this is an estimate only and that the actual costs of construction of Phase 1 of the New Library will not be known until the Project is properly submitted to the competitive bidding process and a bid is awarded to a contractor all in accordance with Georgia law. Payment of the costs of the construction of the New Library will be further detailed in the Construction IGA.

7. Stormwater Detention System. The Parties agree that both the Library Tract and the Town Green Tract will require certain off-site stormwater detention and management. To that end, the City shall provide stormwater detention for the Library Site in an off-site regional stormwater basin (R-SWB), which shall be designed, sized, and constructed by the City to accommodate all stormwater runoff from the Library Tract and the Town Green Tract and any other parcels the City determines in its sole discretion would benefit from the R-SWB, including roof drainage from the New Library, in conformity with all local, state, and federal stormwater requirements, including those related to volume, peak release rate, water quality, and channel protection. The Parties acknowledge and agree that the infrastructure of the New Library, including grading and stormwater piping, will be designed and constructed so that water quality issues are all addressed on the Library Tract and that all stormwater runoff is routed to the R-SWB. In addition to constructing the R-SWB, the City shall install all off-site stormwater piping and infrastructure, including, but not limited to, stormwater piping for roof drainage, necessary to convey all stormwater runoff from the Library Tract to the R-SWB, with said piping and infrastructure stubbed to the edge of the property line of the Library Tract (hereinafter referred to as the “Stormwater Conveyance Infrastructure”). The City shall be solely responsible for the design, construction, operation, and continuing maintenance and repair of the R-SWB and the Stormwater Conveyance Infrastructure (hereinafter collectively referred to as the “Off-Site Stormwater Detention System”). The Parties agree that the cost of the initial acquisition, design, construction and installation of the Off-Site Stormwater Detention System shall be equally shared between the Parties and the Library System may utilize local funding sources budgeted as part of the New Library project to pay for its portion of the same.

8. The New Library Bidding Process.
 - a. Procurement, Approval, and Award. Following completion of the Construction Documents by the Architects, the Library System, by way of its usual and customary purchasing and procurement procedures, will solicit, receive, and consider bids from qualified third parties for the construction of the New Library. The Library System will comply with all federal, state, and local laws related to public works procurement and contracting (Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq.), including but not limited to, those laws related to competitive bidding, certification of contractors and subcontractors, and bonding of contractors. After completing the bidding process in accordance with Georgia law, and no later than one hundred twenty (120) days

from the date of receipt of the Construction Documents from the Architects by the Parties, the Library System will, in writing, notify the City that the Library System is prepared to award the contract for the construction of the New Library and provide the Library System's recommendation for the award of same. The Library System shall administer such procurement pursuant to its usual and customary purchasing and procurement procedures and O.C.G.A. § 36-91-1 et seq. The Library System shall negotiate, review, evaluate, and finalize the contract with the awarded contractor, and provide a copy of the final version thereof to the City. . The Parties agree that the contract between the Library System and the contractor awarded to construct the New Library shall be subject to the terms and conditions of the future Construction IGA. Notwithstanding any other provision hereof to the contrary, the Library System shall have the right to reject all bids for the construction contract and, rebid said contract. Notice to the City of the Library System's intent to reject all bids shall be provided in the same manner as set forth above with respect to any recommendation for the award of the construction contract. In the event the Library System rejects all bids for the construction of the New Library, the Parties acknowledge that future deadlines relating to the Construction IGA and the Operations IGA will need to be modified in a reasonable and equitable manner.

b. Insurance. The Library System shall require the general contractor for construction of the New Library (and its subcontractors), as well as any of its design professionals or contractors providing miscellaneous construction services related to the construction of the New Library, to procure and maintain insurance of the types and amounts of coverage as customarily required by the Library System for projects of similar scope and size. The Library System shall require said parties to provide certificates of insurance evidencing such required types and amounts of coverage prior to commencing work, and the City shall be named as an additional insured on all certificates of insurance (other than certificates of insurance for types of coverage for which additional insured status is not customarily available).

9. **Project Changes.**

A. **Definitions.** When used in this Agreement, each of the following capitalized terms shall have the meaning given below:

(i) "Change Order" means any material change or alteration in the construction and equipping of the New Library, in terms of design, materials or construction means and methods, that is not generally consistent with such matters as indicated in the 75% CDs or the Construction Documents as then-approved by the Parties or that causes a material increase or decrease in the costs of construction; and

(ii) “Project Change” means, as applicable to the then current stage of the Project, any Design Change and/or Change Order.

B. Prior Written Consent. The NLPC will oversee and review Project Change Orders. Each Party agrees that it shall obtain the prior written consent of Stacy Brown on behalf of the Library System and Danny Roberts on behalf of the City, which shall not be unreasonably withheld, conditioned or delayed, to any Project Changes requested by said Party or necessitated by the discovery of unforeseen circumstances affecting construction of any part of the Project; provided, however, without limiting the generality of the foregoing, such consent may be withheld as to any Project Change which: (i) will result in a material change to the square footage of the New Library or the basic layout of the New Library; (ii) will adversely affect access, ingress or egress to or from the New Library; (iii) will involve a material reduction in quality (whether in the materials, FF and E, construction methods, or otherwise) from the quality contemplated by the Construction Documents or the 75% CDs, as last mutually approved by the Parties; (iv) will result in a material increase of the approved price for the completion of Phase 1 of the Project once the same has been determined by the competitive bid process outlined hereinabove in Paragraph 8; (v) will result in a material delay in the completion of construction of the New Library; (vi) will impair, impede, or delay the full use and enjoyment of the New Library for its intended purposes; (vii) will result in a change that is not compatible with the overall design or character of the Project or the related improvement; (viii) does not comply with applicable Law; or (ix) does not satisfy or is otherwise inconsistent with the terms and conditions of this Agreement or the other instruments and agreements to be entered into pursuant to this Agreement

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

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

12. 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 City:

Danny Roberts, City Manager
City of Loganville
4303 Lawrenceville Road
Loganville, Georgia 30052

With a copy to:

Paul L. Rosenthal, City Attorney
Rosenthal Wright, LLC
110 Court Street
Monroe, Georgia 30655

b. If to the Library System:

Stacy L. Brown, Executive Director
Azalea Regional Library System
1121 East Avenue
Madison, Georgia 30650

With a copy to:

Andrea P. Gray, Esq.
300 E. Church Street
Monroe, Georgia 30655

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.

- 13. 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 or his duly appointed successor or 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 City requires a vote by the City Council, the City will use its best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting. Where approval on the part of the Library System requires a vote by the Board of Trustees, the Library System will use its best efforts to expedite such

action, allowing the time necessary for consideration of such action before the Board of Trustees at its regularly scheduled meeting. In the event that a decision is considered an emergency and must be made prior to either party's regularly scheduled meeting, the Parties agree to call an emergency meeting to decide such matter as may be necessary.

14. 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.
15. 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.
16. Illegality of Terms. It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.
17. 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, waiver of, any other breach of the same, or any other covenant, condition or duty.
18. Time of Essence. Time is of the essence under this Agreement.
19. Entire Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the design of the project.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE.]

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.

ATTEST:

CITY OF LOGANVILLE

By: _____
Krisi Ash, Deputy Clerk

By: _____
Skip Baliles, Mayor

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

By: _____

By: _____
Stacy Brown, Executive Director