

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE FUNDING AND BUILDING OF A NEW AZALEA REGIONAL
LIBRARY INSIDE THE CITY LIMITS OF LOGANVILLE

THIS INTERGOVERNMENTAL AGREEMENT is made this the _____ day of _____, 2023, by and between the City of Loganville, a municipal corporation of the State of Georgia, (hereinafter referred to as the “City”), Walton County, a political subdivision of the State of Georgia (the “County”), 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 constructing a new library building in the City of Loganville (the “New Library”);and,

WHEREAS, the Library System obtained and reviewed a feasibility study in November, 2021, (the “Feasibility Study”) (included herewith and attached as Exhibit “A”) which specifies the current condition of its current library and the improvements needed for it to continue operations; and,

WHEREAS, the current existing library located at 363 Conyers Road, Loganville, Walton County, Georgia 30655 (the “Old Library”) would require substantial renovations and repair to continue its operations in the long term; and,

WHEREAS, on or about January 10, 2022, the Georgia Department of Transportation (“GDOT”) held a meeting with the City and the Library System to discuss potential changes to the intersection of SR 20 and Hwy. 78 (this intersection is located at the Northeast corner of the Old Library location) (a copy of GDOT’s meeting minutes from said meeting are attached hereto as Exhibit “B”); and,

WHEREAS, the proposed redesign of said intersection would likely negatively impact the ingress and egress to the Old Library and potentially detract from the Old Library’s attendance; and,

WHEREAS, the Parties agree that a new location for the City's library would promote the safety, efficiency, and flow of traffic within the City and to and from the New Library by users of the New Library; and,

WHEREAS, on or about June 6, 1990, the Old Library was fully constructed and dedicated to the memory of Ms. Willie D. O'Kelly Dubois ("Ms. O'Kelly"), who, by all accounts was a pillar of kindness and generosity to the Loganville community; and,

WHEREAS, Ms. O'Kelly's legacy is worth remembering (a short publication included herewith and attached hereto as Exhibit "C" provides an overview of said legacy); and,

WHEREAS, the Parties agree that the New Library will maintain the same name, to wit: the O'Kelly Memorial 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 "D" and "D1" for legal descriptions of the Property); and,

WHEREAS, the Parties agree that the New Library would benefit the health, safety, and welfare of the community; and,

WHEREAS, the Parties agree that the Property contains enough acreage to build the New Library; and,

WHEREAS, the Property contains approximately 3.57 acres, more or less; and,

WHEREAS, the City desires to grant the Library System use of up to 1.75 acres of the Property for the purpose of building and operating the New Library; and,

WHEREAS, the City has obtained a preliminary conceptual location depiction for the New Library on the Property (see Exhibit "E" attached); and,

WHEREAS, the New Library will help with the revitalization of the downtown City core; and,

WHEREAS, the New Library location will benefit from the City's continued efforts to revitalize its core downtown business district; and,

WHEREAS, the Library System has chosen an architectural firm to design the New Library, to wit: McMillan, Pazdan, Smith, Architecture.

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, has recently been established to aid and assist with the construction planning for the New Library; and,

WHEREAS, the Parties agree that the Property is a reasonable and mutually beneficial location for the New Library; and,

WHEREAS, the Parties agree that libraries are an essential attribute to communities; and,

WHEREAS, the Parties agree to contribute funds for the purpose of constructing and operating the New Library as stated herein; and,

WHEREAS, on June 16, 2022, the City approved the utilization of funds received by the City from the American Rescue Plan Act to contribute towards the cost of construction of the New Library in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (see, City of Loganville June 16, 2022, meeting minutes included herewith and attached as Exhibit “F”); and,

WHEREAS, the Library System has obtained a grant from the Board of Regents of the University System of Georgia in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) to partially fund the construction of the New Library (see, Commitment Letter dated July 12, 2023, included herewith and attached as Exhibit “G”); and,

WHEREAS, the County has approved funding for the New Library in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), to contribute towards the cost of constructing the New Library (a copy of the County’s June 7, 2022 Board of Commissioner’s Meeting Minutes are included herewith and attached as Exhibit “H”); and,

WHEREAS, the New Library will be sized and designed to accommodate the committed funding with the ability to expand or enhance finishes if additional funds are raised; and

WHEREAS, the Parties agree that it is in the best interests of the citizens to coordinate their efforts so as to build and design the New Library and that the square footage will ultimately be determined by available funding and project costs; and,

WHEREAS, the Parties agree that the location of the New Library is expected to provide a positive impact on the overall community and in the downtown area of the City; and,

WHEREAS, the importance of libraries may best be understood from a quote attributed to the late Carl T. Rowan, journalist, author, and U.S. Ambassador, who reportedly said “the library is the temple of learning, and learning has liberated more people than all the wars in history”.

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, the County, and the Library System do hereby agree as follows:

1. **The Property.** The City agrees to provide and grant the use of up to 1.75 acres of the Property to the Library System for the purpose of building, constructing, and operating the New Library. The City further agrees to lease up to 1.75 acres of the Property to the Library System with a minimum term of twenty (20) years. As stated in Paragraph 4 of this Section, 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 Property, and shall own the New Library real property.
2. **New Library Funding.** The New Library will be funded by a combination of state and local funds.
 - a. The committed funding sources are as follows:
 - i. The City agrees to provide construction funding in the amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) from its American Rescue Plan Act funds.
 - ii. The Library agrees to provide construction funding in the amount of Three Million and 00/100 Dollars (\$3,000,000.00) of grant funds from the Board of Regents of the University System of Georgia.
 - iii. The County agrees to provide construction funding in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00).
 - b. The additional funding sources being pursued are:
 - i. The Library System agrees to pursue an additional Two Million and 00/100 Dollars (\$2,000,000.00) of construction funding by raising said funds through charitable donations and private fundraising or other funding sources.
 - c. All parties agree that the New Library will be sized and finishes determined based on committed funding with the opportunity for expansion and enhancements in the future. Further, all parties also agree that construction can proceed based on the committed funding sources listed above.
3. **Library Design.** On or before June 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the design of the New Library including but not limited to the following:
 - a. The exact location of the New Library on the Property (to be determined upon the completion of a full site plan);
 - b. Total acreage of the site of the New Library;
 - c. Total square footage of the interior usable space for the New Library;
 - d. The interior and exterior aesthetic design and architecture of the New Library;
 - e. Total number of shared parking spaces to be constructed on the Property and the delineation of the use of parking spaces, i.e., parking dedicated for employee

use and parking dedicated to public use with parking available for other City needs; and

f. The landscaping and exterior aesthetics of the New Library and the Property.

4. **Library Construction.** On or before November 30, 2024, the City and the Library System agree to enter into an additional agreement containing substantially all matters relating to the construction of the New Library including but not limited to the following:
 - a.** Selection of the general contracting company that will be responsible for building the New Library;
 - b.** The approval process regarding the construction draw schedule and payments made to the general contractor;
 - c.** The timing of funding by the City and the County with their financial commitments to construction costs;
 - d.** The starting date for the construction of the New Library; and
 - e.** The expected completion date of the New Library.
5. **Library Operation.** On or before November 30, 2024, the City, the County, and the Library System agree to enter into an additional agreement containing substantially all matters relating to the operation of the New Library including but not limited to the following:
 - a.** Annual budget allocations from the City and County to fund personnel, materials, and operations and maintenance expenses; and
 - b.** The materials and services provided by the Library System along with its funding obligations including but not limited to the Manager and staff of the New Library, books, computers, security, PINES library system, database access, internet, and access to additional grants for repairs and other necessities.
6. **Current Obligations.** The Parties are obligated to make all reasonable and diligent efforts to consummate the overall and specific intent of this Agreement. The Parties agree that the obligations stated in Paragraphs 1-5 of this Agreement are covenants to perform binding the Parties to the terms and obligations of this Agreement and are not mere recitals of intent. The Parties agree to apprise each other on an ongoing basis regarding the efforts and actions being taken to accomplish the obligations of this Agreement.
7. **Assignment.** This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.
8. **Modification.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.
9. **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
Preston & Malcom, P.C.
110 Court Street
Monroe, Georgia 30655

b. If to the County:

David G. Thompson, Chairman of the Board of Commissioners
303 S. Hammond Drive, Suite 330
Monroe, Georgia 30655

With a copy to:

Chip Ferguson, County Attorney
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

c. 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.

- 10. 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 County requires a vote by the Board of Commissioners, the County will use its 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 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 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 leasing or development of the project.

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:

WALTON COUNTY, GEORGIA

By: _____
Rhonda Hawk, Clerk

By: _____
David Thompson, County Commissioner

ATTEST:

AZALEA REGIONAL LIBRARY SYSTEM

By: _____

By: _____
Stacy Brown, Executive Director