

**INTERGOVERNMENTAL AGREEMENT
BETWEEN DEKALB COUNTY, GEORGIA
AND THE CITY OF STONECREST, GEORGIA
FOR A SCOPING STUDY FOR FUTURE TRANSPORTATION
IMPROVEMENTS ON PANOLA ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into by and between DeKalb County, Georgia (“County”) and the City of Stonecrest, Georgia (“City”). The County and the City may be referred to herein as a “Party” or collectively as the “Parties.” The County and the City are executing this Agreement with respect to the following matters:

Recitals

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia;

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208; and

WHEREAS, the County previously sponsored a project with the Georgia Department of Transportation (“GDOT”) for certain transportation improvements along Panola Road in what is now the City of Stonecrest; and

WHEREAS, the County and City desire to work cooperatively to effectuate a scoping study by the County to evaluate and prioritize future possible transportation improvements along Panola Road from I-20 to Browns Mill Road (“the scoping study”); and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the County and the City desire to collaborate in maintaining a mutually beneficial and efficient system of roadways that are conducive for safe travel between the County and City for the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises, terms, mutual obligations and conditions set forth below, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

Section 1. Scope of Work

The scoping study will consist of the services described in the scope of work attached hereto as Exhibit A, and incorporated herein, and shall be performed by Arcadis US, Inc., the County’s on-call engineering firm. Any changes to the scope of work shall require the approval of

both the County and City.

Section 2. Responsibilities and Payment

- 2.1 The County shall be responsible for managing the scoping study and shall pay all required costs up to an amount not to exceed \$400,000.00, which will be partially reimbursed by the City pursuant to Section 2.2. The Deputy Public Works Director, as the Designated County Representative, will work closely with the City to ensure the City has input regarding which two (2) alternatives to study, and the preferred alternative during the course of the scoping study.
- 2.2 The City shall be responsible for reimbursing the County for fifty percent (50%) of the cost of the scoping study, in an amount not to exceed \$200,000.00 (“City Reimbursement Cap”). The County will pay Arcadis US, Inc. on a monthly basis based on progress and provide a reimbursement request to the City each month (“County’s Monthly Reimbursement Request”) for 50% of the total paid in the previous month. The County’s Monthly Reimbursement Request will include invoice(s) for the work the County paid for, proof of payment by the County, and the amount to be reimbursed by the City. The City shall make reimbursement payments to the County no later than 30 days after submittal of the County’s Monthly Reimbursement Request. The County’s monthly reimbursement request shall be sent to: Finance Director, City of Stonecrest, 3120 Stonecrest Blvd. Stonecrest, GA 30328. Notwithstanding the foregoing or any other term or provision in this Agreement, the Parties acknowledge and agree that the total amount of costs, expenses or payments for which the City shall be obligated to reimburse the County for the scoping study shall not exceed the City Reimbursement Cap.

Section 3. Time and Termination

- 3.1 This Agreement shall commence upon full execution of this Agreement and shall continue for two years, with an automatic renewal for an additional year at the end of the two-year term, if the scoping study has not been completed and finalized.
- 3.2 This Agreement may be extended beyond the term delineated herein by mutual written consent of both Parties so long as such extension is approved by official action of the City Council and approved by official action of the County Governing Authority.
- 3.3 This Agreement will automatically terminate upon completion of the scoping study and payment by the City of all amounts due for reimbursement to the County.
- 3.4 In addition to the termination of this Agreement pursuant to the terms of Section 3.3 of this Agreement, the County may elect, at the County’s sole option and discretion, to unilaterally terminate the Agreement prior to a renewal period by delivering to the City, at the address listed in the Notices section of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the City at least fourteen (14) calendar days prior to the effective date of termination.

Section 4. Notices

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The Parties agree to give each other non-binding duplicate facsimile notice. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the City to the County's Chief Operating Officer or by the County to the City Manager via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County: Chief Operating Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Fax: 404-687-3585

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
Fax: 404-371-3024

If to the City: City Manager
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Fax: 770-299-4214

With a copy to: City Attorney
City of Stonecrest
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Fax: [insert]

Section 5. Non-Assignability

Neither Party shall assign any of the obligations or benefits of this Agreement.

Section 6. Entire Agreement

This Agreement constitutes the sole Agreement between the City and the County. The terms, conditions, and requirements of this Agreement may not be modified, except by Amendment. No verbal agreement or conversation with any officer, agent, or employee of either the County or the City, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the Parties unless expressly incorporated herein. No Amendment shall be enforceable unless approved by official action of the City and County as provided by

law or in this Agreement.

Section 7. Severability, Venue, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

Section 8. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

Section 9. Mediation

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be first negotiated in good faith by the parties via mediation. Mediation shall be held at the DeKalb Mediation Center, with a mediator selected by the parties. Mediation must be held prior to either party initiating formal legal action.

Section 10. Third Party Beneficiaries

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

Section 11. 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.

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IN WITNESS WHEREOF, DeKalb County, Georgia and the City of Stonecrest have executed this Agreement in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia
Date: _____

BARBARA H. SANDERS-NORWOOD
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

DAVID W. PELTON P.E.
Deputy Public Works Director
Transportation Division

Assistant County Attorney
DeKalb County, Georgia

CITY OF STONECREST, GEORGIA

ATTEST:

(SEAL)
George Turner
Mayor Pro Tem
Date: _____

BRENDA JAMES
City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JANICE ALLEN JACKSON
City Manager

WINSTON DENMARK
City Attorney