



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

3/5/2024

PI No. 00002868, DeKalb County
PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPFINGER WOODS DR

Jazzmin Randall Cobble, Mayor
City of Stonecrest
3120 Stonecrest Blvd.
Suite 190
Stonecrest, GA 30038

Attention: Hari Karikaran

Dear Mayor Cobble:

Attached is the Memorandum of Agreement (MOA) detailing the Preliminary Engineering Local funds commitment for Bridge Scape design as requested by the City of Stonecrest on the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, The City will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Gretel Sims, at (470) 747 2558.

Sincerely,

A handwritten signature in blue ink that reads 'Kimberly W. Nesbitt'.

Kimberly Wells Nesbitt
State Program Delivery Administrator

KWN:CAR:NEN:GSS
Attachment- Draft MOA

cc: Albert V. Shelby, III, Director of Program Delivery
Paul DeNard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District 7 Planning & Programming Liaison
General Accounting, ARBillings@dot.ga.gov
Windy Bickers, Office of Financial Management

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF STONECREST
FOR
PRELIMINARY ENGINEERING (PE)**

PROJECT ID NUMBER: 0002868

PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPPINGER WOODS DR

This Memorandum of Agreement (“Agreement”) is made and entered into on _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and *City of Stonecrest*, Georgia, acting by and through its Mayor (hereinafter called the "LOCAL GOVERNMENT"). The DEPARTMENT and LOCAL GOVERNMENT may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, PI No. 0002868, (*PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPPINGER WOODS DR*) (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) toward the PROJECT (hereinafter called “Local Match”); and

WHEREAS, the LOCAL GOVERNMENT has expressed to the DEPARTMENT a desire that certain aesthetic feature(s) be incorporated into the PROJECT, which are more specifically described in **Exhibit A – Aesthetic Feature(s)**; and,

WHEREAS, the LOCAL GOVERNMENT presented the concept for the aesthetic feature(s) before the DEPARTMENT; and

WHEREAS, Preliminary Engineering (PE) funds will be used to fund the design of the bridge scape and aesthetic feature(s), and any other associated expenses incurred by any DEPARTMENT employee working on the PROJECT; and

WHEREAS, the estimated amount for the PE is **ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00)**; and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of **ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00)** to the DEPARTMENT within thirty (30) days of the effective date of this Agreement for the design of the bridge scape and aesthetic feature(s), and WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed

funding in the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) toward the PROJECT for costs associated with the design of the bridge scape and aesthetic feature(s),

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the State of Georgia and the traveling public; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein.
2. **SCOPE.**
 - 2.1. The PROJECT, PI #0002868, PANOLA RD @ I-20 FM FAIRINGTON RD TO SNAPFINGER WOODS DR.
 - 2.2 The funding contribution will be used to design the aesthetic features requested by the LOCAL GOVERNMENT as approved by the DEPARTMENT.
 - 2.2. Upon PROJECT completion, the LOCAL GOVERNMENT shall assume responsibility for and bear all costs and liability associated with post-PROJECT construction maintenance of the aesthetic feature(s) incorporated into the PROJECT, including but not limited to any and all hardscape, lighting systems and other aesthetic features, pursuant to this Agreement and any future GDOT-approved permit and/or maintenance agreement entered into between the PARTIES that is required for the LOCAL GOVERNMENT to assume its ongoing maintenance responsibilities
3. **TERM.**
 - 3.1. The duration of this Agreement shall commence on the Effective Date and shall expire ninety (90) days therefrom (the “Term”).
 - 3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.

4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

- 4.1. The LOCAL GOVERNMENT shall be responsible for contributing funding for the PROJECT in the amount of ONE HUNDRED THREE THOUSAND and 00/100 CENTS (\$103,000.00) . The LOCAL GOVERNMENT shall be responsible for providing payment of the Local Match to the DEPARTMENT within Thirty (30) days from the Effective Date of this Agreement.
- 4.2 All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

- 5. **TERMINATION.** Either PARTY may terminate this Agreement for cause or upon mutual consent of the PARTIES with thirty (30) days prior written notice provided to the other PARTY.

- 6. **NOTICES.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be e-mailed, mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or e-mail transmission, immediately followed by a telephone call to confirm delivery to:

To the DEPARTMENT:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Kimberly Wells Nesbitt,
State Program Delivery Administrator
Email: knesbitt@dot.ga.gov

with a copy to:

Georgia Department of Transportation
600 W. Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Gretel Sims, Project Manager
Email: gsims@dot.ga.gov

To the LOCAL GOVERNMENT:

City of Stonecrest
3120 Stonecrest Blvd.
Suite 190
Stonecrest, Georgia 30038
ATTN: Jazzmin Randall Cobble, Mayor
Email: mayorsoffice@stonecrestga.gov

with a copy to:

City of Stonecrest
3120 Stonecrest Blvd.
Suite 190
Stonecrest, Georgia 30038
ATTN: Hari Karikaran ,City Engineer
Email: hkarikaran@stonecrestga.gov

The date on which such notice is delivered will be deemed the date thereof. Either PARTY may from time to time, by providing five (5) days’ prior notice to the other Party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

7. COMPLIANCE WITH APPLICABLE LAWS.

- 7.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- 7.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- 7.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

8. EXHIBITS AND APPENDICES. The PARTIES acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A - Aesthetic Feature(s) Description

Appendix A - Certification of Compliances

9. **MISCELLANEOUS.**

- 9.1. **Amendment.** No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.
- 9.2. **Governing Law.** This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
- 9.3. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.
- 9.4. **Non-Waiver.** No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- 9.5. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 9.6. **No Third Party Beneficiaries.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- 9.7. **Execution 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.
- 9.8. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 9.9. **Interpretation.** The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.
- 9.10. **Authority/Signature.** The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.
- 9.11. **Entire Agreement.** This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer,

employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

**The remainder of this page intentionally left blank.
Signatures are on the following page.**

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF
TRANSPORTATION

City of Stonecrest, Georgia

BY: _____
Commissioner

BY: _____ (Seal)
Name and Title

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
City of Stonecrest, the _____

Attest

Name and Title

FEIN: _____

EXHIBIT A

AESTHETIC FEATURE(S) DESCRIPTION

Aesthetic design features being added to the bridge will possibly include illuminated lettering spelling STONECREST, provided on a support frame to be attached to the fencing on each side of the bridge. Fencing design may need to be modified from the DEPARTMENT's typical detail to accommodate support of requested lettering. Conduit, and possibly junction boxes for access to power supply, will need to be included to provide power for illuminated lettering. Lettering, modified fencing and conduit shall not require modifications to the design of major elements of the bridge. Additional lighting design features may also be included subject to the DEPARTMENT's approval.

APPENDIX A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

II. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the Agreement period.

Date

Signature