

Agenda Item

File ID: 2022-1432

Substitute

4/12/2022

Public Hearing: YES NO

Department: Board of Commissioners - District 5

SUBJECT:

Commission District(s): All Commission Districts

To enter into an Intergovernmental Agreement between the DeKalb County Development Authority and the County for economic development purposes.

Information Contact: Mereda Davis-Johnson, Commissioner

Phone Number: 404-371-2881

PURPOSE:

To consider authorizing an intergovernmental agreement between the Dekalb Development Authority (“Decide DeKalb”) and Georgia Piedmont Technical College and the County for economic development purposes.

NEED/IMPACT:

O.C.G.A. 45-8-220 allows the County to appropriate money to a development authority for economic development purposes. The Georgia Piedmont Technical College has announced that it is in the process of constructing an economic development project in Lithonia Georgia. The College will be constructing a Regional Transportation Training Center.

The logistics industry is a major component of the economy for Georgia and DeKalb County. This New Training Center will be instrumental in producing skilled workers for high demand transportation jobs like commercial truck drivers, logistics and distribution workers. This New Training Center will provide programs in automotive technology, specializing in electric vehicles, business management, civile engineering commercial truck driving, diesel mechanics, forklift training, logistics technology and welding and joining technology. DeKalb County will use the New Training Center when appropriate and feasible for training employees and/or candidates for employment.

This Intergovernmental Agreement will allow Decide DeKalb to grant funds to Georgia Piedmont Technical College via intergovernmental agreement to be used exclusively for the construction of a new 28,000 square foot two story facility to replace the existing facility.

FISCAL IMPACT:

\$4,000,000.00.

RECOMMENDATION:

To approve and enter into the attached intergovernmental agreement and all other necessary documents with Decide DeKalb and potentially Georgia Piedmont Technical College in substantially final form acceptable to the County Attorney.

DEKALB COUNTY, GEORGIA
(a public body corporate and politic created and existing
under the laws of the State of Georgia)

and

DEVELOPMENT AUTHORITY OF DEKALB COUNTY
(a public corporation created
and existing under the laws of the State of Georgia)

and

GEORGIA PIEDMONT TECHNICAL COLLEGE
(a unit of the Technical College System of Georgia)

**INTERGOVERNMENTAL ECONOMIC
DEVELOPMENT CONTRACT**

Dated as of April, 2022



INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT

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and is only for convenience of reference.)

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INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT

This **INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT**, dated as of April, 2022, by and among DeKalb County, Georgia (the “**County**”), a public body corporate and politic created and existing under the laws of the State of Georgia, the Development Authority of DeKalb County (the “**Authority**”), a public corporation created and existing under the laws of the State of Georgia, and Georgia Piedmont Technical College (the “**College**”), a unit of the Technical College System of Georgia;

WITNESSETH:

WHEREAS, the County, the Authority and the College are authorized under the Constitution and laws of the State of Georgia to enter into this Contract for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. Definitions. Certain words and terms used in this Contract are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Contract.

“Act” means Chapter 62 of Title 36 of the Official Code of Georgia Annotated, entitled the “Development Authorities Law,” as amended, and as the same may be from time to time additionally supplemented and amended.

“Authority” means the Development Authority of DeKalb County, a public corporation created and existing under the laws of the State, and its successors and assigns.

“Authorized Authority Representative” means the person at the time designated to act on behalf of the Authority by written certificate furnished to the County and the College, containing the specimen signature of such person and signed on behalf of the Authority by the Chair or Vice Chair of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Authorized College Representative” means the person at the time designated to act on behalf of the College by written certificate furnished to the Authority and the County, containing the specimen signature of such person and signed on behalf of the College by the President of the College. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Authorized County Representative” means the person at the time designated to act on behalf of the County by written certificate furnished to the Authority, containing the specimen signature of such person and signed on behalf of the County by the Chief Executive Officer of the County. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“College” means Georgia Piedmont Technical College, a member of the Technical College System of Georgia.

“Contract” means this Intergovernmental Economic Development Contract dated as of ~~April~~ April, 2022, among the County, the Authority and the College, as the same may be amended from time to time in accordance with the provisions hereof.

“Construction Contracts” means the contracts for the construction of the Project, which shall include a guaranteed maximum price, subject to additions and deductions by change order as provided therein, and the contracts with suppliers of materials and Equipment for the Project.

“Costs of the Project” means those costs and expenses in connection with the acquisition, construction, and equipping of the Project permitted by Section 4.2 hereof to be paid or reimbursed from amounts paid by the Authority to the College for the Project pursuant to Section 5.3 hereof.

Section 4.4. Future Programming and Project Usage. The College agrees to (1) provide written notice to the County of any significant changes to the program offerings at the Project and the use of the Project during the period beginning on the date of execution and delivery of this Agreement and ending on the date that is five years after the expiration of this Agreement and (2) receive and consider feedback from the Governing Body of the County as appropriate with respect thereto.

Section 4.5. Authorized County, Authority and College Representatives and Successors. The Authority, County and the College, respectively, shall designate, in the manner prescribed in Section 1.1 hereof, the Authorized Authority Representative, the Authorized County Representative and the Authorized College Representative. In the event that any person so designated and his or her alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Contract, a successor shall be appointed in the same manner.

[End of Article IV]

ARTICLE V

DEVELOPMENT OF PROJECT; PAYMENT PROVISIONS; NATURE OF OBLIGATIONS OF COUNTY AND AUTHORITY

Section 5.1. Term of Contract. This Contract shall become effective upon its delivery and shall be in full force and effect until midnight, January 15, 2028; *provided, however*, that the covenants and obligations expressed herein to so survive shall survive the termination of this Contract.

Section 5.2. County's Payment Obligations. (a) The County agrees to pay to or on behalf of the Authority \$4,000,000 in four installments of \$1,000,000 each payable not later than June 30, 2022, December 31, 2022, June 30, 2023 and December 31, 2023, respectively, to provide for financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities in DeKalb County, Georgia.

(b) The County agrees to pay a one-time fee to the Authority in the amount of \$20,000 not later than [REDACTED], June 30, 2022 in connection with the execution and delivery of this Contract.

(c) The County agrees to pay all reasonable out-of-pocket costs and expenses of the Authority incurred in connection with its negotiation of this Agreement, including, without limitation, the reasonable fees and disbursements of counsel for the Authority. The County agrees to pay all reasonable out-of-pocket costs and expenses of the Authority incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, this Contract or any instruments referred to herein or any amendment, waiver, or consent relating hereto, including, without limitation, the reasonable fees and disbursements of counsel for the Authority.

Such additional payments shall be billed to the County by the Authority from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Authority for one or more of the above items. Amounts so billed shall be paid by the County within thirty (30) days after receipt of the bill by the County.

(d) In the event the County shall fail to make any of the payments required in this Section 5.2, the item or installment so in default shall continue as an obligation of the County until the amount in default shall have been fully paid.

Section 5.3. Authority's Payment Obligations. (a) The Authority agrees to pay to or at the direction of the College for deposit in the Project Fund \$4,000,000 in four installments of \$1,000,000 promptly following the receipt of such amounts from the County pursuant to Section 5.2(a) hereof for the purpose of paying the costs described in Section 4.2 hereof.

(b) In the event the Authority shall fail to make any of the payments required in the Section 5.3(a), the item or installment so in default shall continue as an obligation of the Authority until the amount in default shall have been fully paid.

Section 5.4. Place of Payments. The payments provided for in Section 5.2(a) hereof shall be paid in lawful money of the United States of America directly to or at the direction of the Authority. The payments provided for in Section 5.3(a) hereof shall be paid in lawful money of the United States of America directly to or at the direction of the College and shall be deposited in the Project Fund.