

**INTERGOVERNMENTAL AGREEMENT BETWEEN DEKALB  
COUNTY, GEORGIA AND THE CITY OF TUCKER, GEORGIA FOR  
THE CONTRUCTION OF SIDEWALK AND STREETSCAPE  
IMPROVEMENTS, AND FOR OTHER PURPOSES**

**THIS INTERGOVERNMENTAL AGREEMENT**, is entered into by and between DeKalb County, Georgia ("County") and the City of Tucker, Georgia ("City") on this \_\_\_ day of \_\_\_\_\_, 2018.

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

**WHEREAS**, the City of Tucker is a municipality created by the 2015 Georgia General Assembly pursuant to House Bill 515 (hereinafter referred to as "HB 515"); and

**WHEREAS**, the County has been approved to receive funds from the Georgia Department of Transportation ("GDOT") for certain transportation enhancement projects to include the Tucker Streetscape Phase 2 Project-PI#0010633/0012617 per the Atlanta Regional Commission's Transportation Improvement Program ("the Project"); and

**WHEREAS**, the County and City desire to work cooperatively to effectuate the Project by the County to coincide with the City's intent to make improvements to City roads, streets, and sidewalks; and

**WHEREAS**, the County and City desire to enter into this Intergovernmental Agreement ("Agreement") to allow the County to bid, award and manage construction of the Project in compliance with GDOT requirements and the City will reimburse the County for any and all expenses, including but not limited to construction and utility related expenditures not covered by GDOT funds and the MARTA contribution; 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.

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and the City agree as follows:

**Section 1.** The Project will consist of the construction of sidewalks and other streetscape improvements along First Avenue, Second Street, Fourth Street, Lynburn Drive and Fellowship Road to include approximately 0.9 miles of wheelchair accessible sidewalks, crosswalks, on-street parking, drainage improvements, landscaping, benches, trash receptacles, and bike racks. Additionally, bicycles will share the road with all other vehicles and the roads will be striped with sharrows.

**Section 2.** The County will remain the sponsor of the Project with GDOT. The County is responsible for ensuring compliance with all policies, procedures and agreements with GDOT necessary to receive funding for the Project. The parties acknowledge that funding for the Project

will be provided on a reimbursement basis to the County by GDOT and a portion of the Project will be paid through local funding from the County and MARTA. The County portion shall be reimbursed to the County by the City as indicated in Section 4 below.

**Section 3.** The County will be responsible for bidding construction of the Project. Bid documents have been created and advertised by the County. The County will, in accordance with the requirements of all applicable Federal, State, and local laws and the County's Purchasing Policy, award the winning bid and enter into a contract with the winning bidder for construction of the Project ("Construction Contract"), which will include adherence to the applicable terms of this Agreement. Prior to entering into the Construction Contract, the City shall provide the County with written confirmation of the City's agreement to reimburse the County per the terms of the winning bid or in the alternative, at the City's sole discretion, it may reject all the bids. The County Governing Authority shall approve the award of the Construction Contract to the successful bidder. The County shall be responsible for managing the construction of the Project and shall pay all required construction costs. Any change approved by GDOT to the scope of work, contract price or contract term of the Construction Contract shall be adopted and approved by the governing authority of the County and reimbursed by the City.

**Section 4.** The City shall be responsible for reimbursing the County for the County's portion of the Project construction costs, any utility related expenditures with the exception of water and sewer relocation expenses, and any other costs exceeding the amount reimbursed to the County by GDOT and MARTA. The County will provide monthly reimbursement requests to the City including invoices for the work completed to date, proof of payment by the County, the amount to be reimbursed by GDOT and MARTA 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 City acknowledges that the City will be responsible for paying the full cost of the work necessary to install a 2" conduit along the Project limits for street lighting.

**Section 5.** The term of this Agreement shall begin upon execution of this Agreement and shall continue for one year, with an automatic renewal for an additional year if the project delineated herein has not been completed and finalized. This Agreement will terminate upon completion of the project and payment by the City of all amounts due for reimbursement to the County.

**Section 6.** 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 Executive Assistant 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:      Executive Assistant  
                                 1300 Commerce Drive, 6<sup>th</sup> Floor  
                                 Decatur, Georgia 30030  
                                 Fax: 404-687-3585

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

If to the City: City Manager  
City of Tucker  
4119 Adrian Street  
Tucker, Georgia 30084  
Fax:

With a copy to: City Attorney  
City of Tucker  
4119 Adrian Street  
Tucker, Georgia 30084  
Fax:

**Section 7.** 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, as indicated in Section 8 below.

**Section 8.** Neither party shall assign any of the obligations or benefits of this Agreement.

**Section 9.** This Agreement constitutes the sole contract 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 Contract, 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 10.** 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 11.** This Agreement shall inure to the benefit of, and be binding upon the respective parties' successors.

**Section 12.** 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 and the City of Dunwoody 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

\_\_\_\_\_  
**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:**

\_\_\_\_\_  
**WILLIAM "TED" RHINEHART**

Deputy Chief Operating Officer of  
Infrastructure, DeKalb County

\_\_\_\_\_  
**SHAHEEM M. WILLIAMS**

Assistant County Attorney

**CITY OF TUCKER, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**FRANK AUMAN**  
Mayor

(SEAL)

\_\_\_\_\_  
City Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**TAMI HANLIN**  
City Manager

\_\_\_\_\_  
**BRIAN ANDERSON**  
City Attorney