



Fulton County Board of Commissioners  
**Agenda Item Summary**

# 19-0952

BOC Meeting Date  
 11/20/2019

**Requesting Agency**

Public Works

**Commission Districts Affected**

1

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement (“IGA”) between the City of Duluth and Fulton County, Georgia for the maintenance of water system interconnection piping to be constructed on the Rogers Bridge; to authorize the County Attorney to approve the IGA as to form and make any necessary modification thereof prior to execution.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

The Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes                    All People are healthy

**Is this a purchasing item?**

No

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

**Scope of Work:**

The City of Duluth is leading a joint effort between Duluth, Johns Creek, Gwinnett County, and Fulton County in the replacement of Rogers Bridge over the Chattahoochee River. The project is currently completing the design phase and 80% of the project will be funded by a Transportation Alternatives Program grant being administered by the Georgia Department of Transportation and awarded to the City of Duluth. The four local governments (Cities of Duluth and Johns Creek and Fulton and Gwinnett Counties) have agreed to share the cost of the 20% match required by the grant. Fulton County has previously approved funding \$35,000 for the design and tentatively agreed to provide \$350,000 for the construction of the bridge and associated water main that will provide an emergency connection between the Fulton County and Gwinnett County water systems. This Intergovernmental Agreement addresses the allocation of maintenance costs for the completed facilities.

The new crossing will include a 30 inch water interconnection between the Fulton County and Gwinnett County water system to provide for emergency water supply if the need arises. This

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

interconnection was identified as one to be upgraded in the GEFA Water System Interconnection, Redundancy and Reliability Act (WSIRRA), Emergency Supply Plan prepared for Georgia Environmental Finance Authority in September 2011 as requested by the Governor. Upon completion of new bridge crossing, the City of Duluth will be the owner of the bridge and Fulton County will be the owner of the water lines and appurtenances.

This Intergovernmental Agreement is between the City of Duluth and Fulton County and defines the maintenance cost and performance responsibilities of each party. No maintenance costs will be incurred until the facilities are placed into operation, currently estimated to be in 2024. Any additional costs for pipeline maintenance would be included in the operational budget for the year of commissioning the facilities.

**Community Impact:**

The pedestrian crossing will connect existing parks within the cities of Duluth and Johns Creek. The interconnection of water systems will provide an alternate source of finished water in the case of an emergency within the Fulton County system.

**Department Recommendation:**

The Department of Public Works recommends approval of the Intergovernmental Agreement with the City of Duluth and Fulton County

**Project Implications:**

The new river crossing and interconnection water main will provide capability to maintain water system interconnection for back-up supply of potable water for customers in Johns Creek during the event of an extreme emergency.

**Community Issues/Concerns:**

The Public Works staff is not aware of any issues / concerns

**Department Issues/Concerns:**

The Public Works staff is not aware of any issues / concerns

**History of BOC Agenda Item:**

The original IGA for design was approved on May 4, 2016 (agenda item #16-0370). A Letter of Intent committing Fulton County to the funding arrangement was also approved by the BOC at their May 3, 2017 meeting (agenda item #17-0369). An Amendment increasing Fulton County's design contribution from \$25,000 to \$35,000 was approved February 20, 2019 (agenda item 19-0111). The construction IGA for the project is scheduled to be acted upon by the BOC on November 20, 2019.

**Additional Information:**

To protect the interests of the County, the County Attorney shall approve the [e.g., contract, Intergovernmental Agreement, Memorandum of Understanding, etc.] as to form and substance, and make any necessary modification, prior to execution by the Chairman.

**Contract & Compliance Information** | *(Provide Contractor and Subcontractor details.)*

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

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Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

<b>Total Contract Value</b>	.
<b>Total M/FBE Values</b>	.
<b>Total Prime Value</b>	.

**Fiscal Impact / Funding Source** *(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

**Source of Additional Information** *(Type Name, Title, Agency and Phone)*

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**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> .	<b>Submitting Agency:</b> .	<b>Staff Contact:</b> .	<b>Contact Phone:</b> .

**Description:.**

**FINANCIAL SUMMARY**

<b>Total Contract Value:</b>		<b>MBE/FBE Participation:</b>	
Original Approved Amount: .		Amount: .	%: .
Previous Adjustments: .		Amount: .	%: .
This Request: .		Amount: .	%: .
<b>TOTAL:</b> .		Amount: .	%: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/>	Cash
Match Required: .	<input type="checkbox"/>	In-Kind
Start Date: .	<input type="checkbox"/>	Approval to Award
End Date: .	<input type="checkbox"/>	Apply & Accept
Match Account \$: .		

<b>Funding Line 1:</b> .	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**  
(Do not edit below this line)

X	Originating Department:	Clark, David	Date: 11/8/2019
X	County Attorney:	Stewart, Derval	Date: 11/8/2019
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 11/13/2019

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_day of \_\_\_\_\_, 2019, by and between the CITY OF DULUTH, GEORGIA, a municipal corporation in the State of Georgia (“DULUTH”), and FULTON COUNTY, a political subdivision of the State of Georgia (“FULTON”)

**WITNESSETH:**

**WHEREAS**, DULUTH is a duly chartered municipal corporation authorized by law to enter into intergovernmental agreements; and

**WHEREAS**, FULTON COUNTY is a political subdivision of the state authorized by law to enter into intergovernmental agreements; and

**WHEREAS**, DULUTH will be the sole owner of the new Rogers Bridge structure (the “Bridge”) once its construction is complete and accepted by the Georgia Department of Transportation and the Federal Highway Administration; and

**WHEREAS**, FULTON COUNTY will own, operate, and maintain three water lines attached to the Bridge, along with the single 30” existing water line on each approach to the Bridge; and

**WHEREAS**, the parties wish to work cooperatively to allow for the water lines to be affixed to the Bridge, and for access to the water lines to be granted for regular inspection, maintenance, and repair purposes; and

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes Intergovernmental Agreements for up to fifty (50) years for the provision of services or uses of property not otherwise prohibit by law

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DULUTH and FULTON do hereby agree as follows:

**AGREEMENT**

**Section 1  
Purpose**

The purpose of this Agreement is to allocate responsibility among the parties for the:

- A. Ownership, operation, inspection, maintenance and repair responsibility of the water lines.
- B. Access rights to perform such inspections, maintenance, and repairs.

**Section 2  
Term**

This Agreement shall become effective after the date of execution, upon the date of construction project acceptance by Federal Highway Administration (FHWA), and shall continue in full force and effect for the maximum duration permissible by law.

**Section 3  
Ownership, Operation, Inspection, Maintenance, and Repair**

- A. Ownership of the waterlines on the approaches to and on the Bridge shall be established by a separate agreement between Gwinnett County and Fulton County.
- B. Notwithstanding Part D of this Section, responsibility for the operation, inspection, maintenance, liabilities and repairs of the Bridge shall be established by a separate agreement between DULUTH and JOHNS CREEK, a duly chartered municipal corporation authorized by law to enter into intergovernmental agreements.
- C. FULTON shall be solely responsible for operation, inspection, maintenance, liabilities and repairs of the water line and its appurtenances, on the Bridge and along the Bridge approaches, for the entire limits of its ownership. All costs relating to the ownership, operation, inspection, maintenance, and repair of the water lines and their appurtenances shall be borne by FULTON.
- D. Any damage caused to any part of the Bridge resulting from FULTON's performance of operation, inspection, maintenance, and repair of the water lines shall be repaired within 14 calendar days by a qualified contractor, approved by DULUTH. All costs related to such Bridge repair will be borne by FULTON.

**Section 4  
Access Rights**

The parties agree that DULUTH will provide reasonable access to the Bridge for the purposes of inspection, maintenance, and repair of the water line. FULTON shall give DULUTH reasonable notice in advance of such needs such that DULUTH has time to close the Bridge and alert the public, the National Parks Service, and the City of Johns Creek of such closure. DULUTH will cooperate with FULTON to help establish emergency closures in the event the water line fails and immediate repairs are required.

**Section 5  
Governing Law**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and the laws of the State of Georgia.

**Section 6  
Entire Agreement**

This Agreement expresses the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, negotiations, and communications between the DULUTH and FULTON as it relates to the ownership, maintenance, and repair of the emergency water line. Notwithstanding the foregoing, DULUTH and FULTON agree to remain bound by the previous intergovernmental agreements to provide funding for preconstruction and construction efforts with regard to this project.

**Section 7  
Severability**

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**Section 8  
Amendments or Modifications**

No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by all parties hereto.

**Section 9  
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.



**Section 10  
Legal Actions**

Unless otherwise specifically provided herein, nothing in this Intergovernmental Agreement is intended to create any rights in any individual, firm, corporation, or entity not a party to this Intergovernmental Agreement. The parties acknowledge and agree that any liability arising out of the operation, inspection, maintenance and repairs of the water line and its appurtenances shall be borne by FULTON.

**Section 11  
Notices**

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid to the parties hereto at the following addresses or such other addresses designated by such party in writing:

Fulton County: County Administrator  
Fulton County Board of Commissioners  
141 Pryor Street, SW 10<sup>th</sup> Floor  
Atlanta, Georgia 30303

With a copy to: County Attorney  
Fulton County Department of Law  
141 Pryor Street, SW 10<sup>th</sup> Floor  
Atlanta, Georgia 30303

City of Duluth: City Manager  
City of Duluth, Georgia  
3167 Main Street  
Duluth, Georgia 30097

With a copy to: Stephen D. Pereira, City Attorney  
Thompson, Sweeny, Kinsinger & Pereira, P.C.  
P.O. Drawer 1250  
Lawrenceville, Georgia 30046

**IN WITNESS WHEREOF**, DULUTH and FULTON acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

**CITY OF DULUTH, GEORGIA**

By: \_\_\_\_\_

Print Name and Title: Nancy Harris, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name and Title: Teresa Lynn, City Clerk

(SEAL)

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_

Robert L. Pitts, Chairman  
Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Jesse A. Harris  
Clerk to the Commission

(SEAL)

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Office of the County Attorney**