

6. East-West Crossing Feasibility Study IGA with CID

**COUNTY OF DEKALB
STATE OF GEORGIA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHAMBLEE
AND THE CHAMBLEE DORAVILLE COMMUNITY IMPROVEMENT DISTRICT
FOR EAST-WEST RAIL CROSSING FEASIBILITY STUDY**

This Intergovernmental Agreement (hereinafter referred to as the “IGA”) is made and entered into effective the date last signed below by and between the City of Chamblee, Georgia (hereinafter referred to as “CITY”) and the Chamblee Doraville Community Improvement District (hereinafter referred to as “CID”) (CITY and CID are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the CITY has been awarded a grant by the Atlanta Regional Commission (hereinafter referred to as “ARC”) for the Chamblee Doraville East-West Rail Crossing Feasibility Study (hereinafter referred to as the “Study”); and

WHEREAS, the grant (hereinafter referred to as the “ARC Grant”) amount to be contributed by the ARC is \$400,000 toward a total cost for the Study of \$500,000, with a local share of \$100,000 being required; and

WHEREAS, the CID is a governmental entity formed in 2019 to provide governmental services and facilities critical to the health and vitality of the community within the CID in the cities of Chamblee and Doraville, Georgia.

NOW THEREFORE, given the CID’s purpose and the mutual goal of developing the public infrastructure, the CITY and the CID mutually agree to collaborate on the Study pursuant to this IGA as stated in more detail below.

**ARTICLE I
SCOPE OF PROJECT**

The goal of the Study is to determine the feasibility and location of an additional crossing within a section of the Norfolk Southern / MARTA rail line corridor and to prepare a concept report around the preferred location. More specifically, this effort will accomplish the following:

1. Determine the most feasible crossing for multimodal users and perform an Alternatives Analysis
2. Build consensus for the preferred crossing among stakeholders
3. Develop an approach to position for Federal funding opportunities
4. Develop a Draft Concept Report for Georgia Department of Transportation (hereinafter referred to as “GDOT”) review
5. Develop a feasibility study and concept plan to improve and ease-of-use for all road users.
6. Assess potential design constraints, right-of-way, and utility and environmental impacts and determine mitigation or avoidance strategies.
7. Develop implementation plan with schedule, funding sources, and project cost estimates.

The Study corridor covers approximately 2.5 miles in length of the Norfolk Southern / MARTA rail corridor. It stretches N/NE from Chamblee Tucker Road (on the south) to I-285 (on the north). It is flanked by Peachtree Road (on the west) and New Peachtree Road (on the east). A map of the corridor is attached as Exhibit “A”.

The scope of work within the ARC Grant, attached as Exhibit “B”, includes:

Task 1 – Project Management, Public Involvement & Agency Coordination

Task 2 – Existing Conditions & Technical Analysis

Task 3 – Alternatives Analysis & Concept Plan Development

Task 4 – Prepare Final Project Deliverables

ARTICLE II RESPONSIBILITIES

- A. The CITY will issue the RFP and select a qualified consultant to conduct the Study.
- B. The CITY is responsible for executing and managing the contract with selected consultants, including review of invoices for appropriateness for payment and execution of financial processing related to the study.
- C. The CITY is solely responsible for managing the Study in compliance with the ARC Grant Agreement, as well as applying for payment of ARC Grant funds by the ARC.
- D. The CID’s sole financial responsibility is to provide the local share for the ARC Grant of \$100,000 which will be tendered to the CITY in increments of 20% of the invoices approved by the CITY for payment.
- E. The CITY is solely responsible for transmitting payments from the CID and ARC to the consultant for payment of its invoices.
- F. In consideration of the CID’s provision of the local share, the CITY will timely advise the CID on the work of the Study as it progresses, will provide reasonable notice of all meetings related to the Study, will provide the CID full access to the consultant performing the Study, will share copies of all documents and work product related to the Study with the CID, will allow the CID a full and meaningful opportunity for input on the Study as it is being conducted, and consents to the CID’s use of the work product of the Study for future funding application, construction implementation and other purposes.

**ARTICLE III
MISCELLANEOUS**

- A. This IGA and the exhibits attached hereto, constitute the entire agreement and understanding between the Parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this IGA. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other Party unless reduced to writing and signed by all Parties hereto.
- B. Nothing contained in this IGA shall create a contractual relationship with or a cause of action in favor of a third party against the CITY or CID.
- C. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

As to CID:

Chamblee Doraville CID
5170 Peachtree Road
Building 100, Suite 400
Atlanta, Georgia 30341

As to City:

City of Chamblee
Attn: City Manager
3518 Broad Street
Chamblee, GA 30341

- D. The captions used in this IGA are inserted for convenience only and shall not constitute a part hereof.
- E. This IGA shall be governed and construed in accordance with the laws of the State of Georgia.
- F. The Parties shall not be deemed employees, agents, representatives, joint venturers, servants, or partners of the other.

{Signatures on following page}

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year written below.

Chamblee Doraville Community Improvement District

By: _____
Joshua Harrison, Chairman

ATTEST:

Matt Oppenheimer, Secretary-Treasurer

Date: _____

City of Chamblee, Georgia

By: _____
Brian Mock, Mayor

ATTEST:

Cherron Bouie, City Clerk

Date: _____

(SEAL)

Motion to authorize the mayor to sign an Intergovernmental Agreement with the Chamblee-Doraville Community Improvement District to provide project management services for the Chamblee East-West Crossing Feasibility Study.