

INTERAGENCY PROJECT AGREEMENT

BETWEEN

CITY OF ROSWELL, GEORGIA

And

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

**PLANNING STUDY FOR
BIG CREEK PARKWAY, PHASES 3 and 4**

This AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the CITY OF ROSWELL, GEORGIA, acting by and through its Mayor and City Council, hereinafter called "ROSWELL", and the NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT, acting by and through its Board of Directors, hereinafter called the "CID".

WHEREAS, ROSWELL and the CID have mutually expressed a desire to proceed with a Planning Study of potential road improvements west and east of and parallel to SR 400/US 19 between the proposed Big Creek Parkway and Mansell Road connecting parts or all of the following: North Point Parkway, Old Alabama Road, Warsaw Road, Westside Parkway, Holcomb Woods Parkway, Holcomb Bridge Road, located in Fulton County, Georgia, hereinafter referred to as the "PROJECT"; and

WHEREAS, ROSWELL was recently awarded a Federal L230 funding grant from the Atlanta Regional Commission in the amount of \$350,000 that requires a match of \$70,000; and

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

Planning Study

The City of Roswell Department of Transportation and the CID Chairman of the Board (or their designee) will work together develop a Scope of Services and select a Consultant team. ROSWELL and the CID shall split the required match for the PROJECT Study 50 percent each. Roswell and the CID each agree to pay \$35,000. The CID agrees to a single payment made payable to ROSWELL for the shared amount prior to "Notice to Proceed" being issued.

Once the Scope of Services has been developed, ROSWELL will follow its standard procurement process to release a Request for Proposals, review and judge the submissions, select a qualified Consultant Team, and award a contract to the same. The CID will be involved in the selection of the Consultant team. The Consultant will work directly for ROSWELL. The Consultant will invoice ROSWELL for work completed. The CID will have opportunities for participation throughout the development of Planning Study including a seat on any Focus Groups or Committees as determined through the final Scope of Services. At the conclusion of

the Study, action by the CID Board of Directors will be at the CID's discretion and will not impact the acceptance (or denial) of the Planning Study recommendations by the ROSWELL Mayor and City Council. In addition, the CID will receive a copy of the final Study for filing.

The Scope of Services for the PROJECT is shown as Exhibit "A".

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

CITY OF ROSWELL, GEORGIA

BY: _____
Mayor
Signed, sealed and delivered this ____ day of
_____ 2013, in the presence of:

Witness

Notary Public

This AGREEMENT approved by the
City of Roswell Council at a meeting held at
_____, this
_____ day of _____, 2013

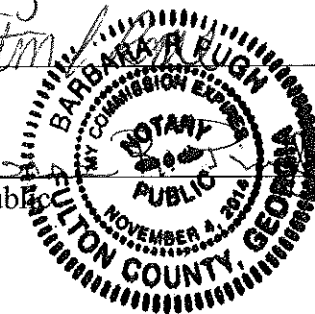
CITY Clerk

NORTH FULTON COMMUNITY
IMPROVEMENT DISTRICT

BY: W.K. [Signature]
Chairman of the Board
Signed, sealed and delivered this 17 day of
January 2013, in the presence of:

[Signature]
Witness

[Signature]
Notary Public



This AGREEMENT approved by the
North Fulton CID at a meeting held at
GNFCC, this
22nd day of JANUARY, 2013

[Signature]
Secretary

EXHIBIT “A”

Big Creek Parkway, Phases 3 and 4 Planning Study