

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LILBURN DOWNTOWN DEVELOPMENT AUTHORITY,
THE LILBURN COMMUNITY IMPROVEMENT DISTRICT, AND
THE CITY OF LILBURN
FOR SHARED RETAIL DEVELOPMENT CONSULTING SERVICES

This Intergovernmental Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into effective the date last signed below (the “**Effective Date**”), by and between the **Lilburn Downtown Development Authority** (hereinafter referred to as the “**DDA**”), a political subdivision of the City of Lilburn having an address of 340 Main Street, Lilburn, Georgia, 30047, as a party of the first part, the **Lilburn Community Improvement District** (hereinafter referred to as the “**LCID**”), a political subdivision of Gwinnett County and the City of Lilburn established in March 2010, and the **City of Lilburn** (hereinafter referred to as the “**City**”), a Georgia municipal corporation having an address of 340 Main Street, Lilburn, Georgia 30047, as a party of the third part, each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, DDA, LCID, and City (hereinafter collectively referred to as “**the Parties**”) are located within Gwinnett County and are authorized by law to enter into intergovernmental agreements; and

WHEREAS, the Parties desire to serve the citizens and property owners within the City of Lilburn by assisting in attracting high-quality retail businesses; and

WHEREAS, the Parties to this Agreement have certain funds allocated for use in connection with professional consulting services in retail recruitment provided by Retail Strategies, LLC (hereinafter referred to as “**Consulting Services**”); and

WHEREAS, the Parties agree to fund equal portions of the cost of the Consulting Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DDA, LCID, and City hereby agree as follows:

1. **Responsibilities of DDA:** DDA shall oversee the Professional Services Agreement to provide Consulting Services (as set forth in the “**Consulting Services Agreement**” attached hereto as Exhibit A) between DDA and Retail Strategies, LLC. DDA designates its Community Development Administrator as the contract manager and primary liaison between Retail Strategies, LLC and the Parties to this Agreement. The Community Development Administrator shall authorize all payments to Retail Strategies, LLC on behalf of the Parties. As set forth in the Consulting Services Agreement, DDA shall make three payments of \$45,000 to Retail Strategies, LLC, on July 31, 2021, July 31, 2022, and July 31, 2023, unless the Consulting Services Agreement is previously terminated pursuant to its terms. DDA shall invoice LCID and City \$15,000.00 each on July 1 immediately prior to DDA payment

dates to Retail Strategies, LLC. DDA will coordinate three annual meetings with the Parties and Retail Strategies, LLC, at a date, time, and location convenient for all Parties. DDA shall furnish to the Parties copies of reports, memoranda, emails, facsimiles, or other written documents prepared by Retail Strategies, LLC. Other information provided by Retail Strategies, LLC, such as specifics related to retailers, developers, and site information will be made available to the Parties.

2. **Responsibilities of LCID:** To the extent permitted by law, LCID shall provide access to relevant personnel, facilities, records, reports, and other information accessible by the LCID as may be requested by the Community Development Administrator. LCID acknowledges and agrees that the scheduled delivery of services provided by Retail Strategies, LLC, is dependent upon timely access to such personnel, facilities, records, reports, and other requested information. LCID shall reimburse the DDA for one-third (1/3rd) of the annual expenses for services rendered by Retail Strategies, LLC, within 30 days of receipt of the annual invoice from DDA.
3. **Responsibilities of City:** To the extent permitted by law, City shall provide access to relevant personnel, facilities, records, reports, and other information accessible by the City as may be requested by the Community Development Administrator. City acknowledges and agrees that the scheduled delivery of services provided by Retail Strategies, LLC, is dependent upon timely access to such personnel, facilities, records, reports, and other requested information. The City shall reimburse the DDA for one-third (1/3rd) of the annual expenses for services rendered by Retail Strategies, LLC, within 30 days of receipt of the annual invoice from DDA.
4. **Termination:** DDA, LCID, and/or City may terminate this Agreement at any time for any or no reason upon delivery of a 60 days' prior written notice to the other Parties. Any portion of fees paid to Retail Strategies, LLC, and reimbursed to DDA by LCID and City prior to such termination of this Agreement are nonrefundable.
5. **Entire Agreement; Modifications; Waiver:** This Agreement and the Exhibits attached hereto constitute the full, complete, and final agreement of the Parties hereto with respect to the subject matter herein. Any prior or contemporaneous promises, agreements, or undertakings, whether oral or written, related to the Consulting Services which are not embodied herein are null and void. This Agreement shall not be modified except by a written instrument executed by the Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless set forth in writing. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to DDA, LCID, or City by the Constitution and laws of the State of Georgia.
6. **Governing Law; Severability:** This Agreement shall be governed by the laws of the State of Georgia. To the extent any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

DDA, LCID, and City shall each bear its own costs, expenses, and claims to attorneys' fees incurred or arising out of this Agreement. The Parties shall not indemnify or hold harmless the other Parties or their agents, inspectors, servants, and employees, past and present, for any costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or Consulting Services.

7. **Force Majeure:** The Parties to this Agreement will not hold the other parties responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other and the other Parties' employees, agents, or contractors.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized representatives have caused this Agreement to be signed and delivered on the date set forth below.

LILBURN DOWNTOWN DEVELOPMENT AUTHORITY

By: _____

Title: _____

Date _____

CITY OF LILBURN

By: _____

Title: _____

Date _____

LILBURN COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Date _____