

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: February 23, 2023

Re: Approval of an Intergovernmental Agreement with DeKalb County Board of Commissioners for Funding of the Renovation of the DeKalb Veteran's Memorial

### **Action**

Approve an Intergovernmental Agreement with DeKalb County for the rehabilitation of the Veteran's Memorial at Brook Run Park

### **Summary**

The Veteran's Memorial at Brook Run Park was dedicated on May 31, 2004, by DeKalb County to honor those who served to protect and defend our country. When the City of Dunwoody took over operations of the park in 2010, it committed to this legacy and worked with the County to continue honoring our men and women in uniform through our annual Memorial Day and Veterans Day events, held at the memorial for all DeKalb Veterans.

The Parks and Recreation Department introduced a concept for the revitalization of the Veteran's Memorial at Brook Run Park at the 2022 Memorial Day ceremony. Included in the attached rendering is the removal of the roof and glass to create a more engaging and approachable memorial. The existing brick columns will be clad in granite. Overhead, a steel ring encircles the columns with extended arms representing a salute. The monuments representing the six branches of the U.S. Military will remain and the engraved ceremonial bricks will be relocated to the walkway approaching the memorial. Spotlights will illuminate the memorial at night to enhance its sense of place and importance.

Upon learning of the City's plans to revitalize the memorial, DeKalb County District 1 Commissioner, Robert Patrick offered his support and requested that the County provide \$100,000 towards these efforts. An Intergovernmental Agreement between the City and DeKalb County is attached in order to receive these funds.

### **Request**

Staff request that Council approve the attached Intergovernmental Agreement with DeKalb County in order to receive funds appropriated for the rehabilitation of the DeKalb County Veteran's Memorial at Brook Run Park.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN DEKALB COUNTY, GEORGIA  
AND THE CITY OF DUNWOODY, GEORGIA  
FOR REVITALIZATION OF THE VETERAN'S MEMORIAL AT BROOK  
RUN PARK**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is entered into by and between DeKalb County, Georgia ("County") and the City of Dunwoody, Georgia ("City"). The County and the City may be referred to herein as a "Party" or collectively as the "Parties." The County and the City are executing this Agreement with respect to the following matters:

**Recitals**

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

**WHEREAS**, the City of Dunwoody was incorporated in 2008; and

**WHEREAS**, the City is planning to revitalize the existing Veteran's Memorial at Brook Run Park by, among other things, removing the roof and glass, having the existing brick columns clad in granite and installing a steel ring overhead to encircle the columns (hereinafter the "Memorial Improvements") and the County desires to contribute to said Memorial Improvements in order to preserve parks and greenspace for the use and enjoyment of all County and City residents;

**WHEREAS**, the County and City desire to maintain a mutually beneficial, efficient and cooperative relationship, that will promote the interests of the citizens of both jurisdictions; and

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

**ARTICLE 1  
PURPOSE, INTENT, AND CONSIDERATION**

1.1 The purpose of this Agreement is to provide the terms by which, in exchange for the negotiated and contracted for contribution, the City shall make the Memorial Improvements.

1.2 Pursuant to the terms of this Agreement, the Parties agree to fund and make the Memorial Improvements for the use and enjoyment of their respective residents. The City shall obtain bids for the work associated with the Memorial Improvements pursuant to a competitively let Invitation to Bid and select a contractor based on its requirements. As between the County and the City, the City shall be solely responsible for the construction, upgrades, maintenance, repair, upkeep and all aspects of the scope of work and construction associated with the Memorial Improvements. In exchange and consideration for the mutual promises in the provisions herein, the Parties hereby agree that the County shall contribute an amount equal to One Hundred Thousand Dollars (\$100,000.00) for the Memorial Improvements. The County shall have no other obligations of any

kind.

## **ARTICLE 2 TIME AND TERMINATION**

2.1 This Agreement shall commence upon full execution of this Agreement. Within 45 days of full execution of this Agreement, the County shall pay the City the total amount of One Hundred Thousand Dollars (\$100,000.00). The City shall substantially complete the Memorial Improvements by December 31, 2024.

2.2 The Agreement shall automatically terminate upon completion of the Memorial Improvements. The City's obligations related to maintenance of the Memorial Improvements shall survive the expiration of this Agreement. The parties reserve the right to renew this Agreement by amending said Term in writing subject to approval by the applicable governing authorities.

## **ARTICLE 3 AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the Parties' governing authorities.

## **ARTICLE 4 REMEDIES**

The Parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

## **ARTICLE 5 NOTICES**

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 or e-mail notice. 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 (404) 371-2174 (404) 687-3585 (f)
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With a copy to:	County Attorney 1300 Commerce Drive, 5 <sup>th</sup> Floor Decatur, Georgia 30030 (404) 371-3011 (404) 371-3024 (f)
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If to the City: Eric Linton,  
City Manger  
City of Dunwoody  
4800 Ashford Dunwoody Rd.  
Dunwoody, GA 30338  
(678) 382-6700

With a copy to: Sharon Lowery  
City Clerk  
City of Dunwoody  
4800 Ashford Dunwoody Rd.  
Dunwoody, GA 30338  
(678) 382-6700

#### **ARTICLE 6 NON-ASSIGNABILITY**

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

#### **ARTICLE 7 ENTIRE AGREEMENT**

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

#### **ARTICLE 8 SEVERABILITY, VENUE AND ENFORCEABILITY**

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 part 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 thereof.

**ARTICLE 9  
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 10  
THIRD PARTY BENEFICIARIES**

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

**ARTICLE 11  
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.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, DeKalb County, Georgia and the City of Dunwoody have executed this Agreement through their authorized representative, on the day and date herein written.

**DEKALB COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
**MICHAEL L. THURMOND**

Chief Executive Officer  
DeKalb County, Georgia

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

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

\_\_\_\_\_

\_\_\_\_\_  
Assistant County Attorney

**CITY OF DUNWOODY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
(SEAL)

Mayor

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

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

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

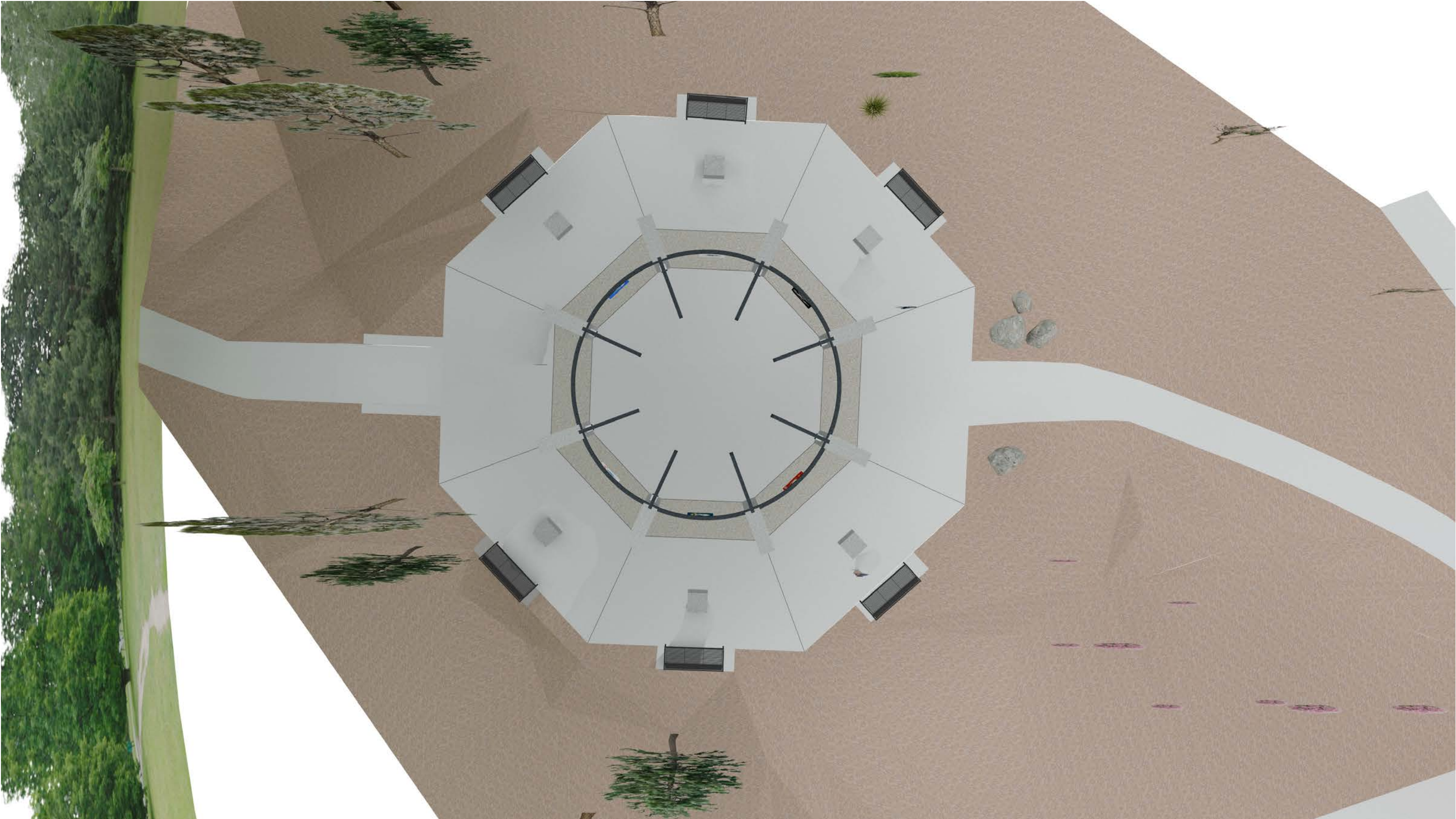
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City Manager

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City Attorney





OVERHEAD VIEW





GRANITE SKIN VERSION

FOREMAN | SEELEY | FOUNTAIN  
architecture

Packet page:...





## GRANITE SKIN AT NIGHT

FOREMAN | SEELEY | FOUNTAIN  
architecture

Packet page:...