

STATE OF GEORGIA        )  
  )  
COUNTY OF COBB        )

INTERGOVERNMENTAL AGREEMENT  
FOR THE USE OF POWDER SPRINGS TO USE AS A STAGING LOCATION FOR  
FIREWORKS

This AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Agreement”), by and between COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (the "County"), and the CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia (the “Municipality”).

RECITALS

WHEREAS, the City has requested use of Powder Springs Park as a staging and launch location for its annual Fourth of July event;

WHEREAS, the City will contract with a reputable pyrotechnics company that is licensed and insured;

WHEREAS, the City and its contractor shall apply for and obtain all necessary permits through the Cobb County Fire Marshal’s Office; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipality do hereby agree, as follows:

ARTICLE I

**Section 1.1. Recitals.** The County and the Municipality hereby agree that the foregoing recitals shall constitute a substantive part of this Agreement.

**Section 1.2. Representations.** The County and the Municipality each represent that it has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement.

**Section 1.3. Use of Facility.** The County hereby grants the City use of Powder Springs Park as a staging and launch location for its annual fireworks display in July.

**Section 1.4. Permitting.** The Municipality shall engage a reputable contractor who is experienced in the field of pyrotechnics. The Municipality will ensure that the contractor applies for and obtains all necessary local, State, and Federal permits to conduct the fireworks display on the Municipality’s behalf.

**Section 1.5. Permitting.** The Municipality’s Director of Parks, Recreation, and Community

Resources shall coordinate all aspects of the use of the facility with the County's Director of PARKS.

**Section 1.6. Cleanup.** The Municipality agrees to return the facility to its previous condition upon use. The Municipality will ensure that the contractor removes any and all debris from the fireworks display.

**Section 1.7. License and Insurance.** The Municipality shall require the contractor to be licensed by any applicable local, state, and federal entities. The Municipality shall obtain a Certificate of Liability Insurance from the contractor naming both the Municipality and the County as an additional insured.

## ARTICLE II

**Section 2.1. Governing Law.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

**Section 2.2. Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. The Parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

**Section 2.3. Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the Parties hereto with respect to the matters set forth herein.

**Section 2.4. Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. 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.

**Section 2.5. 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 2.6. Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the County and the Municipality.

**Section 2.7. Notices.** Except as otherwise specifically provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed

given when mailed by certified mail, return receipt requested, postage prepaid or when personally delivered or when sent by registered overnight mail or delivery service charges prepaid, or when so specified herein by Electronic Means, to the Parties hereto at the following addresses or such other address designated by such Party in writing:

County: Cobb County, Georgia  
100 Cherokee Street  
Marietta, Georgia 30090-9610  
Attention [each a separate written notice]: (a) PARKS Director,  
(b) County Manager and (c) County Attorney  
Telephone: (a) 770-528-1505, (b) 770-528-2612, and  
(c) 770-528-4000  
Email: (a) Michael.Brantley@cobbcounty.org,  
(b) Jackie.McMorris@cobbcounty.org, and  
(c) H.William.Rowling@cobbcounty.org

Municipality: City of Powder Springs  
4484 Marietta Street  
Powder Springs, Georgia 30127  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, the County and the Municipality have read and understand the terms of this Intergovernmental Agreement for the Use of Powder Springs Park for an annual fireworks display and do hereby agree to such terms by execution of their signatures below, all as of the date set forth above.

COBB COUNTY, GEORGIA

CITY OF POWDER SPRINGS

By: \_\_\_\_\_  
Lisa Cupid  
Chairwoman, Board of Commissioners

By: \_\_\_\_\_  
Al Thurman  
Mayor

By: \_\_\_\_\_  
Pamela Mabry  
County Clerk

By: \_\_\_\_\_  
City Clerk

(Seal)

(Seal)