



COBB COUNTY DEPARTMENT OF TRANSPORTATION

1890 County Services Parkway
Marietta, Georgia 30008-4014
Phone: (770) 528-1600 Fax: (770) 528-1601

June 4, 2018

Ms. Pam Conner
City Manager
City of Powder Springs
City Hall
4484 Marietta Street
Powder Springs, GA 30127

RE: Intergovernmental Agreement for Elliott Road
Resurfacing Contract 2018-2, X2907

Dear Ms. Conner,

Attached is the proposed Cobb County Intergovernmental Agreement with the City for the resurfacing of portions of Elliott Road that fall within the city's limits, which is scheduled to be resurfaced under the County's 2018-2 Resurfacing Contract – Local Roads (South).

Attached is a copy of the above referenced agreement for execution by the City of Powder Springs. Please provide three executed copies of this agreement to this office for further handling.

If you have any questions, please contact Denise Hatabian at 770-528-3656.

Sincerely,

A blue ink signature of Judy Skeel.

Judy Skeel, P.E.
Construction Engineer

JS/WCK/dh

cc: Erica Parish
Wade Kelly
Kristen Orton

Meagean Diaz
Al Thurman, Mayor City of Powder Springs

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF POWDER SPRINGS, GEORGIA
AND
COBB COUNTY, GEORGIA**

THIS AGREEMENT is made and entered into as of the Effective Date (defined below in paragraph 4), by and between the City of Powder Springs, Georgia, a municipal corporation of the State of Georgia (“City”) and Cobb County, Georgia a political subdivision of the State of Georgia (“County”);

W I T N E S S E T H:

WHEREAS, the City and the County desire to resurface Elliott Road, a public roadway, located within the jurisdictional limits of both the City and the County (“the Project”); and

WHEREAS, in order to reduce costs and facilitate the timely completion of the Project, the County has agreed to undertake and complete the same on that section of the road located within the City limits, as fully described in Attachment A attached hereto and incorporated herein by reference (the “Project”); and

WHEREAS, the City has agreed to provide funding for a portion of the Project costs; and

WHEREAS, this Agreement is intended to summarize the understandings and responsibilities of the City and the County with respect to the Project:

NOW THEREFORE, in consideration of the promises, the mutual covenants herein contained and the sum of Ten and 00/100 (\$10.00) Dollars by each of the parties to the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the following terms and conditions:

1.

The City will pay to the County Forty-One Thousand Seven Hundred Forty-Eight and 63/100 Dollars (\$41,748.63) to assist financially with the Project, which is included in the 2016 SPLOST Transportation Improvements Program, Project No. X2907. At the completion of the Project, payment of such amount shall be made by the City to the County upon receipt of an invoice from the Cobb County Department of Transportation to the Mayor of the City of Powder Springs. The City’s payment shall be forthcoming within 60 days of receipt of the invoice.

2.

The scope of the Project for which City funds will be used is the resurfacing of a section of Elliott Road situated within the City limits. The City shall have no other obligations or responsibilities with regard to the Project.

3.

The County, through its Department of Transportation, shall be responsible for all engineering, design, construction, inspection and oversight related to the overall Project. The City shall also have the right, but not the obligation to inspect that part of the Project within the City limits prior to payment of the above-referenced invoice to the County. The parties hereto shall coordinate inspection activities and the City shall undertake its inspection of the completed Project within 30 days of receipt from the County of the invoice for payment of the City's share of Project costs.

4.

The Effective Date of this Agreement shall be the date the last party executes it and the term of the Agreement shall be for one (1) year; however, any terms or provisions that should naturally survive termination of this Agreement, shall so survive.

5.

This Agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior oral or written understandings between the parties concerning the subject matter of this Agreement.

6.

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable for any reason, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

7.

Each of the individuals executing this Agreement on behalf of the City and the County represents to the other party that such individual has been authorized to do so on behalf of the City or the County.

8.

This Agreement shall be governed in all respects by the laws of the State of Georgia, and any action to enforce this Agreement shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.

9.

The parties hereto acknowledge that disputes under this Agreement or with respect to the Project or Project activities may arise from time to time, and agree that they, in good faith, will attempt to resolve any such disputes amicably or through non-binding mediation prior to instituting any legal action.

10.

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia.

11.

The parties acknowledge and represent that each party and its respective legal counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall consequently be construed without regard to any presumption or law which requires the terms contained herein to be construed against the author or scribe.

12.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same instrument.

13.

All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid to the addresses set forth below, and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent by notifying the other party. Any such notice or communication shall be sent to:

If to the City:

Mayor
City of Powder Springs
City Hall
4484 Marietta Street
Powder Springs, Georgia 30127

If to the County:

Director
Cobb County Department of Transportation
1890 County Services Parkway
Marietta, Georgia 30008

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their Seals the day

and year written below. This Agreement may be executed in counterparts and when combined shall constitute but on original document.

CITY OF POWDER SPRINGS, GEORGIA

By: _____

Title: _____

Date: _____

Attest:

By: _____

Title: _____

(Seal)

City Manager

COBB COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Date: _____

Attest:

By: _____
Cobb County Clerk

(Seal)

Director
Department of Transportation

ATTACHMENT A
ELLIOTT ROAD
 Resurfacing Contract 2018-2
 Project No. X2907

ROAD NAME	BEGIN	END	LENGTH (centerline miles)	ASPHALT COST	SIGNING AND MARKING COST	TOTAL COST
Elliot Road	Florence Road	Powder Springs Dallas Road	0.95	\$208,682.20	\$60.96	\$208,743.16

Cobb County	(80%)	\$166,994.53
City of Powder Springs	(20%)	\$ 41,748.63
TOTAL COST		\$208,743.16