

**INTER-GOVERNMENTAL AGREEMENT BETWEEN
COBB COUNTY SCHOOL DISTRICT
AND COBB COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the Cobb County School District, Georgia (the "School District") and Cobb County, a political subdivision of the State of Georgia ("Cobb County");

W I T N E S S E T H:

WHEREAS, Cobb County desires to improve ingress and egress, and enhance safety, at the Sope Creek Elementary School main/western drive on Paper Mill Road (the "Project"), as fully described in the attached Exhibit A, and the School District has agreed to pay for a portion of the construction costs for this Project; and

WHEREAS, this Agreement is intended to govern the understandings and responsibilities of the School District and Cobb County in relation 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 is hereby acknowledged, the parties do hereby agree to the following terms and conditions with regard to the Project:

1.

The School District will pay Cobb County Twenty-four Thousand, Nine Hundred Eighty-seven Dollars and 70 Cents (\$24,987.70) to financially assist with the Project as part of the 2011 SPLOST County School Zone Safety and Operational Improvements, Project No. E8040. Payment of such amount shall be made upon receipt of invoice, at completion of Project, from Cobb County to the Deputy Superintendent of Operational Support of the Cobb County School District. Payment shall be made within 60 days of receipt of invoice. The scope of the Project for which School District funds will be used consists of the widening of the main/western school driveway outside County right of way to create a left turn lane in order to improve egress and traffic signal efficiency.

2.

Cobb County shall be responsible for all engineering, design, construction and oversight related to the overall Project, with the School District also inspecting all work performed outside County right of way prior to payment to Cobb County.

3.

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.

4.

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

5.

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.

6.

Each of the individuals executing this Agreement on behalf of the School District and Cobb County represents to the other party that such individual is authorized to do so.

7.

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. Notwithstanding the above, however, the parties acknowledge that disputes under this Agreement 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.

8.

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.

If to the School District: Deputy Superintendent of Operational Support
Cobb County School District
440 Glover Street
Marietta, GA 30060

If to Cobb 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.

COBB COUNTY SCHOOL DISTRICT

By _____

Title: _____

Attest:

By: _____

Date: _____

Title: _____

(Seal)

COBB COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

Attest:

By: _____

Date: _____

Cobb County Clerk

(Seal)

Director

Department of Transportation