

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

THIS AGREEMENT is made and entered into this ___ day of _____, 2013, 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");

WITNESSETH:

WHEREAS, the School District is upgrading and replacing existing fencing, including portions located on Cobb County roadway barrier walls, along Mount Bethel Elementary School frontage on Johnson Ferry Road, as fully described in the attached Exhibit A, and Cobb County has agreed to provide future maintenance for the portion of the fence located on the Cobb County barrier walls; and

WHEREAS, Cobb County seeks additional right-of-way along Mount Bethel Elementary School property, as fully described in the attached Exhibit B, that the School District is not currently using and does not intend to use for educational or other purposes, which is comprised of 12, 673 sq. ft. (.29 acres) in order to access, install and maintain existing and upgraded DOT safety equipment along the Mount Bethel property, without having to access it through the Mount Bethel school property; and

WHEREAS, this Agreement is intended to govern the understandings and responsibilities of the School District and Cobb County in relation to the Project, hereinafter defined as the fence relocation as described in Exhibit A and the right-of-way as described in Exhibit B (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.

Cobb County will pay to the School District Ten Thousand, Seven Hundred and Thirty-Eighty Dollars (\$10,738.00) to financially assist with the Project as part of the 2011 SPLOST County School Zone Safety and Operational Improvements, Project No. E8070. Payment of such amount shall be made upon receipt of invoice, at the completion of the Project, from the School District to the Director of the Cobb County Department of Transportation. Payment shall be made within 60 days of receipt of invoice. The School District desires to replace an old fence along the Johnson Ferry Road frontage of Mount Bethel Elementary School, including portions of this fence located on roadway barrier walls within County right-of-way. Cobb County agrees to be responsible for all future maintenance of the portion of the fence that is located on Cobb County's barrier walls. The scope of the Project consists, in part, of the upgrading and replacing within County right-of-way approximately 480 feet of barrier wall fence. Cobb County hereby authorizes the School District and/or its contractors to enter upon Cobb County right-of-way for the purpose of upgrading and replacing the above referenced existing fence, including portions located on Cobb County roadway barrier walls. Except as stated herein, Cobb

County shall have no other obligations or responsibilities with regard to the Project.

The remainder of the scope of the Project consists of the School District providing to Cobb County right-of-way along Mount Bethel Elementary School property, as fully described in the attached Exhibit B, comprised of 12,673 sq. ft. (.29 acres), to access, install and maintain existing and upgraded DOT safety equipment along the Mount Bethel property. Cobb County will then be able to directly access the existing and upgraded equipment without having to access it through the Mount Bethel school property. The School District is not currently using and does not intend to use the requested property described in Exhibit B for educational or other purposes.

2.

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

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, Georgia 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: _____

Randall A. Scamihorn

Title: Board Chair

Attest:

By: _____

Date: _____

Title: _____

(Seal)

By: _____

Dr. Michael Hinojosa

Title: Superintendent

Date: _____

Approved as to form:

COBB COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest:

By: _____
Cobb County Clerk

Date: _____

(Seal)

Director
Department of Transportation

Approved as to form:

County Attorney's Office