

**INTER-GOVERNMENTAL AGREEMENT BETWEEN
THE COBB COUNTY SCHOOL DISTRICT
AND COBB COUNTY, GEORGIA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, 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, both Cobb County and the School District desire to improve ingress and egress, and enhance safety, at Hightower Trail Middle School on Post Oak Tritt Road in Cobb County (the “Project”), as described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the School District has agreed to pay the construction costs for the portions of this Project on School District property; and

WHEREAS, the School District desires to include their SPLOST IV funded parking lot resurfacing for Hightower Trail Middle School in 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 are 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 Two-hundred Twenty-eight Thousand, Nine Hundred and Fifty-four Dollars and 0 Cents (\$228,954.00) to financially assist with the Project as part of the County’s 2011 SPLOST School Zone Safety and Operational Improvements, Project No. E8050, and also to reimburse Cobb County for costs associated with the Hightower Trail Middle School parking lot resurfacing project. Payment of such amount shall be made upon receipt of invoice, at completion of the Project, from Cobb County to the School District’s Senior Executive Director, SPLOST. 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 changing parking lot ingress and egress, and parking lot resurfacing to accommodate use of a second driveway for Hightower Trail Middle School. Any requested additions, deletions, or changes to the School District’s original scope of work on School District property and outside the County’s right of way and the County’s original scope of work as reflected on Exhibit A shall be the financial responsibility of the School District. Cobb County will be responsible for all other construction and installation costs of the Project within the original Project scope as reflected on Exhibit A.

2.

Cobb County shall be responsible for all engineering, design, construction and oversight related to the overall Project, with the School District also inspecting and approving all work performed outside County right of way and on School District property prior to payment to Cobb County. The School District shall not unreasonably withhold approval of such work.

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: Senior Executive Director, SPLOST
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 _____
Chairperson, Board of Education

Attest:

By: _____
Superintendent

Date: _____

(Seal)

COBB COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest:

By: _____
Cobb County Clerk

Date: _____

(Seal)

Approved as to form:

Approved as to form:

Department of Transportation

County Attorney's Office