



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Administration **Presenter(s) & Title:** Nathan Ingram
 Assistant City Manager

Agenda Item Title:

Discussion and Possible Action to Approve an Intergovernmental Agreement with Cherokee County for Maintenance of Technology Ridge Parkway, Phase I

Summary:

Technology Ridge Parkway (Phase I) is completed. Cherokee County wishes to inter into an intergovernmental agreement for the roadway project that it constructed for City maintenance. Under the IGA, the City would be responsible for maintaining all rights of way, including the sidewalks, trails, curb, gutter, drainage pond and roadway. The City will also handle all permitting along the roadway for future curb cuts. The IGA would be for a maximum 50 years.

Budget Implications:

Budgeted? Yes No N/A
 Total Cost of Project: _____ Check if Estimated
 Fund Source: General Fund Water & Sewer Sales Tax Other: _____

Staff Recommendations:

Staff recommends: Motion to approve the IGA with Cherokee County as presented, for maintenance of Technology Ridge Pkwy, Phase I and for Mayor to sign said agreement.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Proposed IGA for Technology Ridge Parkway Phase I

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CANTON, GEORGIA AND
CHEROKEE COUNTY, GEORGIA FOR MAINTENANCE OF
TECHNOLOGY RIDGE PARKWAY – PHASE 1**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS AGREEMENT entered into between the CITY OF CANTON, GEORGIA, a municipal corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and CHEROKEE COUNTY, GEORGIA a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the roadway covered by this agreement includes Technology Ridge Parkway, Phase 1 extending a distance of 0.535 miles between Bluffs Parkway and Fate Conn Road/Heard Road, hereinafter referred to as “Roadway”; and

WHEREAS, the City possesses the staff and resources to maintain the Roadway at the same level of service as the County; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

- 1.1 The City agrees to be responsible for the maintenance of all Roadway rights-of-way, including, but not limited to the pavement maintenance, roadside ditch and drainage pond maintenance and all mowing.
- 1.2 The City agrees to be responsible for the permitting of all access requests to the Roadway and will review such requests for conformance with current City development regulations.
- 1.3 The City will bear all costs of maintenance of the Roadway rights-of-way at no cost to the County.
- 1.4 The County agrees it will direct all requests for permitting of access to the Roadway to the City.
- 1.5 The City agrees to be responsible for the snow and ice removal on the Roadway.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last Party to sign same and shall continue for a period of fifty (50) years from the date of commencement, unless otherwise agreed upon by the Parties hereto, but in no event shall the term of this Agreement exceed fifty (50) years. Either the City or the County may terminate this agreement upon ninety (90) days' written notice to the other Party.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Canton, Georgia:

ATTN: City Manager
City of Canton
110 Academy Street
Canton, Georgia 30114

Cherokee County, Georgia

ATTN: County Manager
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

- 5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 5.2 No failure of either Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a Party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- 5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.
- 5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect to the Project; no member, officer, employee,

representative or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each Party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the City's performance of its obligations under this Agreement. The County does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the City, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2024.

CITY OF CANTON, GEORGIA

CHEROKEE COUNTY, GEORGIA

By: Bill Grant, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
Annie Fortner, City Clerk

Attest: _____
Christy Black, County Clerk

(SEAL)

(SEAL)