

STATE OF GEORGIA

COUNTY OF _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANTON,
GEORGIA AND THE COBB COUNTY-MARIETTA WATER AUTHORITY FOR
COOPERATIVE PURCHASING**

This agreement by and between the City of Canton (hereinafter “City”), and the Cobb County-Marietta Water Authority (hereinafter “Authority”), is for the purpose of establishing the interlocal cooperative purchasing agreement.

1.

This Agreement shall become effective upon final approval by both the Authority and City and shall continue in effect unless terminated in accordance with Paragraph 2 of this Agreement.

2.

This Agreement may be terminated with or without cause by either party by written notice to the other party providing thirty (30) days notice of the intention of said termination.

3.

The Authority and City acknowledge that they are legally authorized to enter this Cooperative Purchasing Agreement.

4.

Pursuant to this Agreement, the City shall furnish to the Authority, within ten (10) days of advertising of bids, the anticipated City requirements for proposed bid items. Thereafter, the Authority as the lead agency shall cause a bid procedure to be let in accordance with the Authority purchasing policies and applicable laws.

5.

The Authority shall be authorized to include such City information and requirements in its bid proposals and thereafter, upon determination of the appropriate lowest responsible bidder in accordance with the Authority policies, the Authority and City shall be authorized to make purchases pursuant to the terms of the applicable bid.

6.

The Authority shall furnish each year a list of annual bids that are subject to this purchasing agreement and provide updated lists as new items are added.

7.

The parties understand and agree that neither party hereto makes any representations or warranties of merchantability or fitness for a particular purpose or any representations as to any dispute with respect to pricing, bidding, supplies, and the like. Each party hereto agrees to hold the other harmless to the fullest extent allowed by law in connection with the Agreement in the event of any disputes or claims regarding the bids, products, or service.

8.

Upon request by the Authority, the City agrees to attend bid openings, bear costs, and offer assistance in connection with the evaluation and processing of bid documents; however, the parties agree that the decision to award or reject any bid hereunder shall be at the Authority's discretion in accordance with applicable law.

The parties hereto have set their hands and seals this the ____ day of _____, 20__.

City of Canton

Cobb County Marietta Water Authority

Gene Hobgood

Glenn Page

By (Typed Name)

By (Typed Name)

Mayor

General Manager

Title

Title

Signature

Signature

[SEAL]

[SEAL]

Attest:

Attest:

Susan C. Stanton
City Clerk

Witness

Witness

Address for Giving Notice:

Address for Giving Notice:

City of Canton

Cobb County Marietta Water Authority

151 Elizabeth Street

1170 Atlanta Industrial Drive

Canton, Georgia 30114

Marietta, Georgia 30066

Approved as to form

Approved as to form

Robert M. Dyer,
City of Canton
Attorney

Douglas R. Haynie,
Cobb County-Marietta Water Authority
Attorney