

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT  
FOR CITY OF CANTON  
TO PROVIDE RESURFACING AND ROAD REPAIRS ON  
IVEY DRIVE**

**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, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

**WITNESSETH**

**WHEREAS**, the City plans to repair and resurface Ivey Drive under its 2016 Resurfacing project and the County and desires to provide such repair and resurfacing work for Ivey Drive located outside the City limits; 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, through its 2016 Roadway Resurfacing project, shall provide resurfacing and road repair work along Ivey Drive that is located outside of the City limits, (the “Work”).

1.2 The County, shall reimburse the City for the work completed on Ivey Drive, in accordance with the amount of work actually completed, per unit prices provided by City's contractor, Bartow Paving, Inc., through its 2016 Roadway Resurfacing project. (The estimated cost of that work per the contract is \$23,296.59)

1.3 The County shall, within forty-eight (48) hours of the City's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the City in writing of any deficiencies in the Work revealed by such inspection.

The City shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the County. Thereafter, the City shall have no continuing obligation to the County whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, and the County shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The County shall reimburse the City for the work actually completed upon receipt of an invoice from the City for actual work completed.

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 until December 31, 2018.

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:*

Attn: Mayor  
City of Canton  
151 Elizabeth Street  
Canton, Georgia 30114

*Cherokee County:*

Chairman  
Cherokee County Board of Commissioners  
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 License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws 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 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 City'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 \_\_\_\_\_, 2016.

**City of Canton**

**Cherokee County**

\_\_\_\_\_  
By: Gene Hobgood, Mayor

\_\_\_\_\_  
By: L. B. Aherns, Jr., Chairman

Attest: \_\_\_\_\_  
City Clerk (Seal)

Attest: \_\_\_\_\_  
County Clerk (Seal)