

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COBB COUNTY, GEORGIA, AND THE CITY OF SMYRNA**

This **INTERGOVERNMENTAL AGREEMENT** ("IGA") is made and entered into as of the Effective Date as defined herein, by and between COBB COUNTY, a political subdivision of the State of Georgia ("**County**") and the CITY OF SMYRNA, a municipal corporation of the State of Georgia ("**City**"), referred to herein individually as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the Camp Highland Road Bridge ("Bridge") is located over the abandoned CSX Transportation rail line which was converted from a rail line to a trail and is currently owned by the Georgia Department of Transportation (GDOT) and leased to the Department of Natural Resources (DNR) for the construction and maintenance of the Silver Comet Trail Extension ("Trail Extension"); and

WHEREAS, the **County** and DNR entered into an agreement for the County to maintain the Trail Extension, which is currently being constructed by the PATH Foundation; and

WHEREAS, slope issues under the Bridge were discovered during a GDOT biannual inspection, and GDOT lists the **County** as the owner of the Bridge; and

WHEREAS, on August 3, 1987, the **City** Council annexed into the City of Smyrna approximately 75 acres in the Camp Highland/Argo Road area mostly south of the above-mentioned abandoned rail line which included one half of the Seaboard Coastline Railroad right of way and half of the Bridge; and

WHEREAS, the Seaboard Coastline Railroad is a predecessor company to CSX Transportation; and

WHEREAS, it appears from the 1987 city annexation that both the **County** and the **City** may own portions of Camp Highland Road Bridge; and

WHEREAS, both the **County** and the **City** desire to stabilize the slopes under the bridge before the Silver Comet Trail Extension is open to trail users; and

WHEREAS, both the **County** and the **City** agree to stabilize the slopes under the Bridge (the "Project") with each party paying half of all engineering and construction costs, and this IGA is intended to summarize the understandings and responsibilities of the **County** and the **City** with respect to the Project.

NOW, THEREFORE, in consideration of the promises and the mutual benefits flowing each to the other hereunder, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1.

The **County** and the **City** agree that the **County** will lead the efforts in concert with the **City** to determine the appropriate course of action for the Project.

2.

The Parties agree to coordinate design and construction of the Project through virtual and/or onsite meetings and to decide on matters involving determination of the appropriate courses of action through emailing the following contacts:

County contact: drew.raessler@cobbcounty.org
City contact: erandall@smyrnaga.gov

3.

The **County** will oversee, advertise, and contract with an approved consultant engineering firm to design the Bridge slope stabilization measures. This IGA shall be amended to reflect the actual costs for engineering and design services for Bridge slope stabilization once determined.

4.

The **County** will pay the for the engineering and design services for stabilization of the Bridge slopes and will invoice the **City** for one half of the costs of the services, which shall be reimbursed to the County by the City within thirty (30) days of receipt of invoice. The design and engineering cost is \$41,730.00 and the construction cost is estimated not to exceed \$1,700,00.00.

5.

Once the stabilization solution is agreed upon by both Parties, a competitively selected construction contractor will perform construction of the Project. The County will oversee the work of the construction contractor, and this IGA shall be amended to reflect the construction contract price which, once determined, shall be paid for equally by both Parties.

6.

The term of this IGA shall commence on the date the last Party hereto executes it ("Effective Date") and shall conclude at the date of final acceptance of the Project by the County, or five (5) years, whichever occurs first.. Either party may terminate this IGA upon thirty (30) days written notice to the other party; however, any terms or provisions that should naturally survive termination of this IGA shall so survive.

7.

This IGA shall not affect the determination of the current ownership of and maintenance responsibilities for the Bridge. Upon completion of the Project, the **County** will continue to maintain the Trail as per its agreement with DNR, and the **County** and

City shall continue to investigate and determine ownership of and maintenance responsibilities for the Camp Highland Road bridge.

8.

This IGA 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 IGA. If any provision of this IGA, 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 IGA shall remain valid and enforceable.

9.

Each of the individuals executing this IGA on behalf of the **County** and the **City** represents to the other Party that such individual has been authorized to do so on behalf of the **County** or the **City**.

10.

This IGA shall be governed in all respects by the laws of the State of Georgia, and any action to enforce this IGA shall be brought in a court of competent jurisdiction located in Cobb County, Georgia.

11.

All notices and other communications required or permitted under this IGA, with the exception of the email communication required in Section 2, 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. Any such notice or communication shall be sent to:

If to the City :	Public Works Director 2190 Atlanta Road, SE Smyrna, Georgia 30080
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With a copy to:	Mayor 2800 King Street Smyrna, GA. 30080
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If to the County :	Director Cobb County Department of Transportation 1890 County Services Parkway Marietta, Georgia 30008
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With a copy to:	County Manager 100 Cherokee Street Marietta, GA. 30090
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IN WITNESS WHEREOF, the Parties acting by and through their duly authorized officials and officers, and pursuant to appropriate actions taken by each governing authority having read and understood the foregoing, do hereby set their hands and seals.

COBB COUNTY, GEORGIA

By: _____

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

Attest: _____
County Clerk

Date: _____

(COUNTY SEAL)

Approved as to form:

County Attorney's Office

CITY OF SMYRNA, GEORGIA

By: _____

Mayor Derek Norton
City of Smyrna

Attest: _____

Date: _____

(CITY SEAL)

Approved as to form:

City Attorney