

STATE OF GEORGIA  
CITY OF SOUTH FULTON

**INTERGOVERNMENTAL AGREEMENT**

**HUNTER ROAD RESURFACING**

This agreement ("Agreement") is made on this 9<sup>th</sup> day of April, 2019, by and between the City of South Fulton ("South Fulton") a Georgia Municipal Corporation and the City of Union City, a Georgia Municipal Corporation ("Union City"), as follows:

**WITNESSETH:**

**WHEREAS**, Hunter Road, as depicted on the map attached hereto as Exhibit "A," is shared by Union City and South Fulton; and

**WHEREAS**, Hunter Road, is in substantial need of resurfacing and repair; and

**WHEREAS**, the governing authorities of South Fulton and Union City are authorized to enter into an intergovernmental agreement pursuant to Article 9, Section 3, Paragraph 1 of the Georgia Constitution to provide for the resurfacing of Hunter Road; and

**WHEREAS**, South Fulton and Union City desire to enter into this Agreement to set forth the rights and responsibilities of the local governments with respect to the resurfacing and striping of Hunter Road (the "Project").

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Project** - The Project shall consist of the resurfacing and striping of Hunter Road from South Fulton Parkway to Roosevelt Highway, as identified on the map attached hereto as "Exhibit A." Said Exhibit "A" is incorporated herein by this reference. South Fulton shall contract with an outside vendor for such work to be performed in substantial conformity with the quote attached hereto as "Exhibit B." Said Exhibit "B" is incorporated herein by this reference.
2. **Payment** - Union City agrees to reimburse South Fulton sixty-five (65 %) percent of the total cost of the Project (Union City's Share) with such total cost of the Project not to exceed TWO HUNDRED FIFTY THOUSAND FORTY-SIX AND 80/100 (\$250,046.80) DOLLARS. Union City's Share shall be capped at ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED THIRTY AND 42/100 (\$162,530.42) DOLLARS as Union City's total participation in the Project.
3. **Term of Agreement** - This Agreement shall become effective upon its approval and execution by South Fulton and Union City and shall terminate either one (1) year from the date of execution or at such time as the Project has been completed and fulfilled, whichever is the first to occur. Should the Project not be completed and fulfilled one (1) year from the date of execution of this Agreement, the parties agree this Agreement shall automatically renew for an additional one (1)-year term, or to such time as the Project has been completed and fulfilled, whichever is the first

to occur. Either South Fulton or Union City may terminate this Agreement in the event the other party fails to perform a material term of the Agreement, by giving thirty (30) days prior written notice to the other party.

4. Governing Law - This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.

Entire Agreement – This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either South Fulton or to Union City by the Constitution and laws of the State of Georgia.

5. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
6. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
7. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
8. Notices - All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

To South Fulton:

Antonio Valenzuela, Director  
Department of Public Works  
5440 Fulton Industrial Boulevard  
Atlanta, Georgia 30336

With a copy to:

Emilia C. Walker, City Attorney  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236

To Union City:

Lonnie Ferguson, Director

Union City Public Services  
5047 Union Street  
Union City, GA 30291

With a copy to:

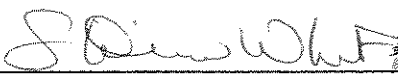
Dennis A. Davenport, City Attorney  
100 Habersham Drive  
Fayetteville, Georgia 30214

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.


**IN WITNESS WHEREOF**, the parties hereto acting through their duly authorized agents have caused this agreement to be fully signed and executed as set forth by their signatures appearing below.

**CITY OF SOUTH FULTON, GEORGIA**

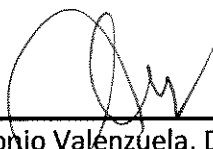
ATTEST:

  
S. Diane White, City Clerk


BY:

  
Honorable William "Bill" Edwards, Mayor

APPROVED AS TO CONTENT:

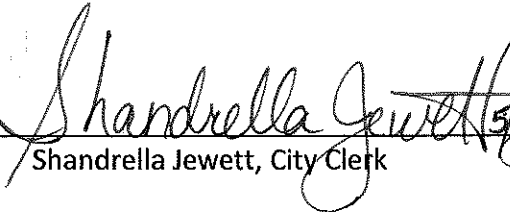
  
Antonio Valenzuela, Director  
Department of Public Works

APPROVED AS TO FORM:

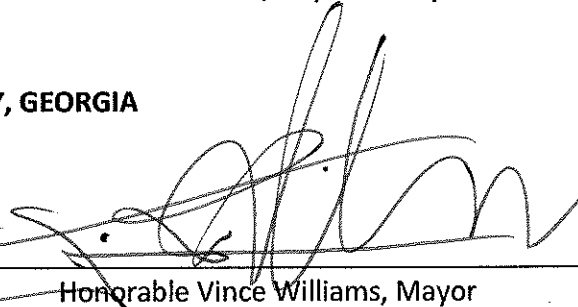
  
Emilia Walker, City Attorney

**CITY OF UNION CITY, GEORGIA**

ATTEST:

  
Shandrella Jewett, City Clerk


BY:

  
Honorable Vince Williams, Mayor

APPROVED AS TO CONTENT:

  
Lonnie Ferguson, Director  
Public Services Department

APPROVED AS TO FORM:

  
Dennis A. Davenport, City Attorney