

**TRANSPORTATION INVESTMENT ACT OF 2010
INTERGOVERNMENTAL LIGHTING AGREEMENT**



BETWEEN

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

COLUMBUS CONSOLIDATED GOVERNMENT

CONTRACT ID: IGTIA2700428

THIS AGREEMENT is made and entered into as of _____, (“Effective Date”) by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and the **CONSOLIDATED GOVERNMENT of COLUMBUS, GEORGIA** acting by and through its City Council and Mayor, as the case may be, hereinafter called the **LOCAL GOVERNMENT** (the **DEPARTMENT** and the **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** a desire to obtain roundabout lighting as part of the SR 22/US 80 @ SCHOMBURG ROAD & @ BLACKMON ROAD - TIA project, said lighting to be installed under P.I. No. 0019535, Muscogee County; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid location, and the **DEPARTMENT** has relied upon such

representation; and **WHEREAS**, the **DEPARTMENT** has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the **DEPARTMENT**, funds apportioned to the **DEPARTMENT** by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the **DEPARTMENT** and the **LOCAL GOVERNMENT** hereby agree each with the other as follows:

ARTICLE I **INSTALLATION**

The **DEPARTMENT** or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the SR 22/US 80 @ SCHOMBURG ROAD & @ BLACKMON ROAD - TIA project, said lighting to be installed under P.I. No. 0019535, Muscogee County as shown on Attachment "A" attached hereto and made a part hereof.

ARTICLE II **LOCAL GOVERNMENT'S RESPONSIBILITIES**

1. Upon completion of installation of said lighting system, and acceptance by the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall assume full responsibility and costs for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The **LOCAL GOVERNMENT** further agrees to provide and pay for all

the energy required for the operation of said lighting system.

2. It is understood by the **LOCAL GOVERNMENT** that the **DEPARTMENT** has relied upon the **LOCAL GOVERNMENT'S** representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the **LOCAL GOVERNMENT** elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** the materials cost for the lighting system. If the **LOCAL GOVERNMENT** elects to de-energize or fails to properly maintain any individual unit within the lighting system, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for the replacement cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The **DEPARTMENT** will provide the **LOCAL GOVERNMENT** with a statement of material and/or replacement costs upon completion of the installation.

ARTICLE III **DEPARTMENT'S OWNERSHIP**

The **DEPARTMENT** shall retain ownership of all materials and various components of the entire lighting system. The **LOCAL GOVERNMENT**, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the **DEPARTMENT**.

ARTICLE IV **TERM OF AGREEMENT**

This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The **DEPARTMENT** reserves the right to terminate this Agreement,

at any time for just cause, upon thirty (30) days written notice to the **LOCAL GOVERNMENT**.

ARTICLE V **RIGHT OF ENTRY**

The **LOCAL GOVERNMENT** will be permitted to access the **DEPARTMENT'S** Right of Way in order to perform its responsibilities under **ARTICLE II, PARAGRAPH 1**, of this Agreement.

ARTICLE VI **INDEMNIFICATION**

To the extent allowed by law, the **LOCAL GOVERNMENT** and all its successors and assigns, shall release and save harmless the **DEPARTMENT**, past, present and future board members, commissioners, officers, employees, agents, attorneys, affiliates, privies, successors, and assigns, and the State of Georgia, its political subdivisions, departments, agencies, commissions, affiliates, employees, agents, and attorneys from all suits, claims, actions or damages of any nature whatsoever resulting from the **COUNTY'S** access to **DEPARTMENT'S** Right of Way.

ARTICLE VII **MISCELLANEOUS**

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express

or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee 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 will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.
10. **EXECUTION.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**GEORGIA DEPARTMENT
OF TRANSPORTATION**

COLUMBUS CONSOLIDATED GOVERNMENT

Commissioner

(SEAL)

Print Name: _____
Title: _____

(SEAL)

ATTEST:

ATTEST:

Treasurer

Print Name: _____
Title: _____

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

Attachment “A”

Project Location Map

SR 22/US 80 @ SCHOMBURG ROAD & @ BLACKMON ROAD - TIA
Muscogee County, Georgia
P.I. No. 0019535

PROJECT LOCATION MAP

S.R. 22/U.S. 80 at Schomburg Road and at Blackmon Road
P.I. # 0019535
Muscogee County

