

STATE OF GEORGIA
COUNTY OF BARTOW

**STREET SWEEPING SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the City of Adairsville, a political subdivision of the State of Georgia (sometimes hereinafter referred to as "Adairsville"), and the City of Cartersville, a municipal corporation chartered under the laws of the State of Georgia (sometimes hereinafter referred to as the "Cartersville").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Adairsville desires to contract with Cartersville for the provision of Street Sweeping Services under the terms and conditions as herein provided; and

WHEREAS, Adairsville and Cartersville desire to enter into an agreement for the purpose of Street Sweeping Services within the City of Adairsville; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that counties and municipalities of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, Adairsville and Cartersville deem it to be in the best interest of the citizens of their respective jurisdictions that this Agreement be entered into to, inter alia; and

WHEREAS, the City Council of Adairsville has reviewed this Agreement and did, at the regular meeting of the city council held on 06-13-19 authorize its Mayor to sign this Agreement; and

WHEREAS, the City Council of Cartersville has reviewed this Agreement and authorized its Mayor to sign this Agreement.

NOW, THEREFORE in consideration of the mutual benefits flowing from one party to the other, the adequacy and sufficiency of which is acknowledged it is hereby agreed as follows:

1.

The City of Cartersville will provide Street Sweeping Services to the City of Adairsville as outlined below:

- Work will be performed on Highway 140 from 6793 Highway 140 (Bartow County Fire Station) east to 1193 Highway 140 (Seventh Day Adventist Church) and US Highway 41 from Hardwood Ridge Drive south to Manning Mill Road.
- This is an estimate of approximately 28 lane miles per sweeping event.
- The frequency of this service will be performed on a quarterly basis.
- Estimated hours per sweeping event, including mobilization, is 16 hours.
- Cost per hour of sweeping, including equipment and driver) is \$125/hour.

2.

This Agreement shall commence as of July 1, 2024 and terminate on June 30, 2025 unless otherwise terminated in accordance with the other provisions of this Agreement; provided, however, this Agreement shall automatically continue from year to year (for a maximum of 5 years) unless terminated for cause or convenience and after a written notice of not less than ninety (90) days before the annual renewal date. In the event that an adjustment to this Agreement is desired by either party during the annual ninety-day renewal period, such adjustment shall be mutually agreed upon and the Agreement revised, amended, approved and signed by the appropriate authorities for each party; otherwise, this Agreement shall terminate as of the date specified or at the end of any renewal term.

4.

Either party may terminate this Agreement as a matter of convenience at any time during any year after giving written notice of the proposed termination not less than ninety (90) days prior to the proposed termination date.

5.

Time is of the essence in the performance of this Agreement.

6.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties relating to Street Sweeping Services. Any alterations of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

IN WITNESS WHEREOF, the City of Cartersville and the City of Adairsville have caused this Agreement to be duly executed by their proper officers and attested with their corporate seals affixed hereto as set forth in triplicate originals on the day and year first written above.

Attest:

CITY OF CARTERSVILLE, GEORGIA

Julia Drake, Clerk

Matt Santini, Mayor

Attest:

CITY OF ADAIRSVILLE

Lisa Donald, Clerk

Kenneth Carson, Mayor