

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALLAS,
GEORGIA AND PAULDING COUNTY, GEORGIA REGARDING BRIDGE
MAINTENANCE ASSESSMENT CONTRACT**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the _____ day of _____, 2024, by and between the CITY OF DALLAS, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and PAULDING COUNTY, GEORGIA (the “County”), a political subdivision of the State of Georgia (collectively the “Parties”).

WITNESSETH

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and O.C.G.A. § 32-4-112(b)(1), a municipality may contract with any county abutting the corporate limits of such municipality for the construction and maintenance of a bridge within the limits of both such municipality and such county; and,

WHEREAS, the County has lawfully contracted with a third party, Pond & Company (hereinafter “Pond”), pursuant to State statutes, to provide engineering services on bridges located within Paulding County; and,

WHEREAS, two structures identified on the latest GDOT Bridge Assessment report are located within the City limits. Those structures are: 223-0023-0 EAST MEMORIAL DRIVE at GRIFFIN CREEK and 223-0024-0 EAST MEMORIAL DRIVE at LAWRENCE CREEK; and,

WHEREAS, the City and the County, in an effort to avoid a duplication of service at unnecessary cost for the City of Dallas, are desirous to allow the City to provide funding to allow Pond to service those structures located in the City limits under the County contract; and,

WHEREAS, Pond is agreeable to said arrangement and has estimated the cost to service those structures at an estimated combined total of approximately \$4,287.52.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the County do hereby agree as follows:

1. The County shall direct Pond to include the two structures located within the City limits in the awarded engineering services contract. Those structures are identified as: 223-0023-0 EAST MEMORIAL DRIVE at GRIFFIN CREEK and 223-0024-0 EAST MEMORIAL DRIVE at LAWRENCE CREEK.
2. The County will direct Pond to notify and bill the City for the precise cost for services on the identified structures, with a copy to the County.
3. The City will remit the amount directly to Pond and provide proof of payment to the County within 14 days of receipt of cost. The City shall be responsible for paying said cost to Pond and shall indemnify, hold harmless, and defend the County in any attempt by Pond to collect money owed by the City for said services.
4. This IGA is only for the specific purpose stated herein and nothing in this Agreement shall be construed to make one party an agent of the other Party nor shall either Party have any authority to bind the other in any respect, unless expressly authorized by the other Party in writing.
5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
6. This IGA expresses the entire understanding and agreement between the parties hereto and shall terminate upon the completion of the County's contract for bridge engineering services.
7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

SO AGREED by the undersigned on the date herein above written:

CITY OF DALLAS, GEORGIA

By:

L. James Kelly, Mayor

Attest:

City Clerk

Date _____

(City Seal)

PAULDING COUNTY, GEORGIA

By:

David L. Carmichael, Chairman

Attest

County Clerk

Date _____

(County Seal)