

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF MOUNTAIN PARK, GEORGIA
AND
THE CITY OF ROSWELL, GEORGIA

FOR PROVISION OF PAVING AND ROAD MAINTENANCE SERVICES

This INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made and entered into this ___ day of _____, 2013, by and between THE CITY OF MOUNTAIN PARK, GEORGIA AND THE CITY OF ROSWELL, GEORGIA;

RECITALS

WHEREAS, the Mountain Park and Roswell are both municipality of the State of Georgia which provide road maintenance services; and

WHEREAS, Roswell is currently in a position to provide cost-effective paving and road maintenance to the City of Mountain Park; and

WHEREAS, The Mayor and City Council of Mountain Park find that it is in the best interest of Mountain Park for Roswell to provide certain road maintenance and paving services with the City of Mountain Park, as further provided herein;

WHEREAS, the Cities wish to work together to provide efficient and cost effective services to their respective citizens and for the mutual benefit of the Cities.

THEREFORE:

In order thereby to carry out the public purposes as set forth above, the Cities hereby agree as follows:

1. Roswell's Obligations. (a) Roswell shall provide for the paving of East Lake Road, a Mountain Park city street, from the intersection with Lakeshore Drive a distance of 1,000 feet to the existing fire hydrant.
2. Mountain Park's Obligations. Mountain Park shall be responsible for funding the cost of the construction of the Road in an amount not to exceed \$10,000.

3. Method of Payment. Upon completion and approval of the paving, Roswell shall notify Mountain Park's City Administrator of the total charge, which shall be paid within 30 days.

4. Cooperation. The parties will cooperate with each other in good faith in pursuing the completion of the undertakings of the parties hereunder.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

6. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.

7. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

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

9. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.

10. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing

11. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF ROSWELL, GEORGIA

Date Signed: _____

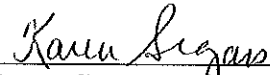
By _____
Jere Wood, Mayor

Attest _____
Kay Love, City Administrator

CITY OF MOUNTAIN PARK, GEORGIA

Date Signed: June 24, 2013

By 
Jim Still, Mayor

Attest 
Karen Segars, City Administrator