

## ARGO ROAD PROPERTY

### INTERGOVERNMENTAL AGREEMENT FOR THE USE AND LEASE OF FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COBB COUNTY SCHOOL DISTRICT, a political subdivision of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "CCSD") and the CITY OF SMYRNA, GEORGIA, a municipality organized under the laws of the State of Georgia, acting by and through its authorized official signing below (hereinafter referred to as "City").

#### WITNESSETH:

WHEREAS, the Cobb County School Board (the "Board") owns certain real property located at 4885 Argo Road, Smyrna, Georgia 30082, including an area on which a playground and other park improvements are located, as more particularly described or depicted on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "Argo Road Park");

WHEREAS, City desires to maintain Argo Road Park in exchange for certain public park use rights;

WHEREAS, the Board has authorized CCSD to enter into this Agreement and pursuant to the Georgia Constitution, Article 9, § 3, ¶ 1, both the City and CCSD are authorized to enter into an Intergovernmental Agreement for the joint use of facilities for recreation; and

NOW, THEREFORE, for and in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, CCSD and City mutually covenant and agree as follows:

- 1. Agreement for Use.** During the Term of this Agreement, City shall use Argo Road Park a public City park for community passive uses on and subject to the terms and conditions contained herein.
- 2. Term.** The term of this Agreement shall be five (5) years, beginning on \_\_\_\_\_, 2021 and ending at 11:59 p.m. on \_\_\_\_\_, 2026 (the "Term"), unless sooner terminated under the terms of this Agreement.
- 3. Consideration.** Throughout the Term, City shall, at City's sole expense, service and maintain Argo Road Park in a clean, good condition and repair including without limitation: the playground improvements, areas of access to the playground, landscaping and grass within the Argo Road Park, provision of first responder services, and provision of trash removal services all in accordance with the City's Parks and Recreation Ordinances and the rules and regulations of the City's Parks and Recreation Department, all of which are incorporated herein by reference. City's service and maintenance of Argo Road Park serves as the consideration for the City's use of the Argo Road Park, and as such, no additional monetary rent shall be payable by City for the use of the Argo Road Park.

**4. Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below the signatory line of the party or at such other address as may be supplied by notice thereof given pursuant to this provision.

**5. Miscellaneous.**

- a. Either Party may terminate this Agreement by providing 180 days advance written notice of termination to the other Party. In such event, any improvement that, in the reasonable discretion of the City, would by removal, negatively impact the value of Argo Road Park will become the property of the Board. Any improvement that by removal would not negatively impact the value of Argo Road Park, may be removed by the City at City's own expense, or the Board may choose to reimburse the City the depreciated value of any capital improvement that City has made during the pendency of City's joint use of Argo Road Park.
- b. City shall be responsible for the acts and omissions of City, its agents, invitees, contractors, and employees. CCSD shall be responsible for the acts and omissions of CCSD, its agents, invitees, contractors, and employees.
- c. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by CCSD and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
- d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

**IN WITNESS WHEREOF**, CCSD and City have executed this Agreement effective on the day and year first above written.

[signature pages follow]

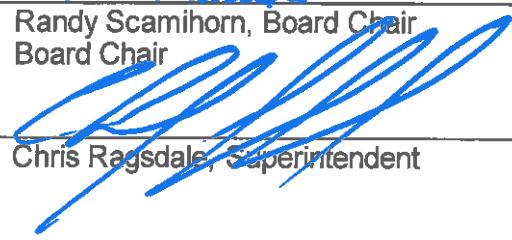
**CCSD:**  
**COBB COUNTY SCHOOL DISTRICT**

By: Randall A. Scamihorn

Name: Randy Scamihorn, Board Chair

Title: Board Chair

Attest:

  
Chris Ragsdale, Superintendent

9/16/21

Date

**Notice Address:**

Cobb County School District  
Attn: Marc Smith, Chief of Operations  
514 Glover Street  
Marietta, GA 30060

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CITY:**  
**THE CITY OF SMYRNA**

By: \_\_\_\_\_  
Name: Derek Norton  
Title: Mayor

\_\_\_\_\_ Date

ATTEST:

By: \_\_\_\_\_  
Name: Heather K. Peacon-Corn  
Title: City Clerk

Notice Address:

City of Smyrna, Georgia  
Attn: City Administrator  
2800 King Street  
Smyrna, GA 30080

EXHIBIT A  
DEPICTION OF ARGO ROAD PARK

Exhibit A

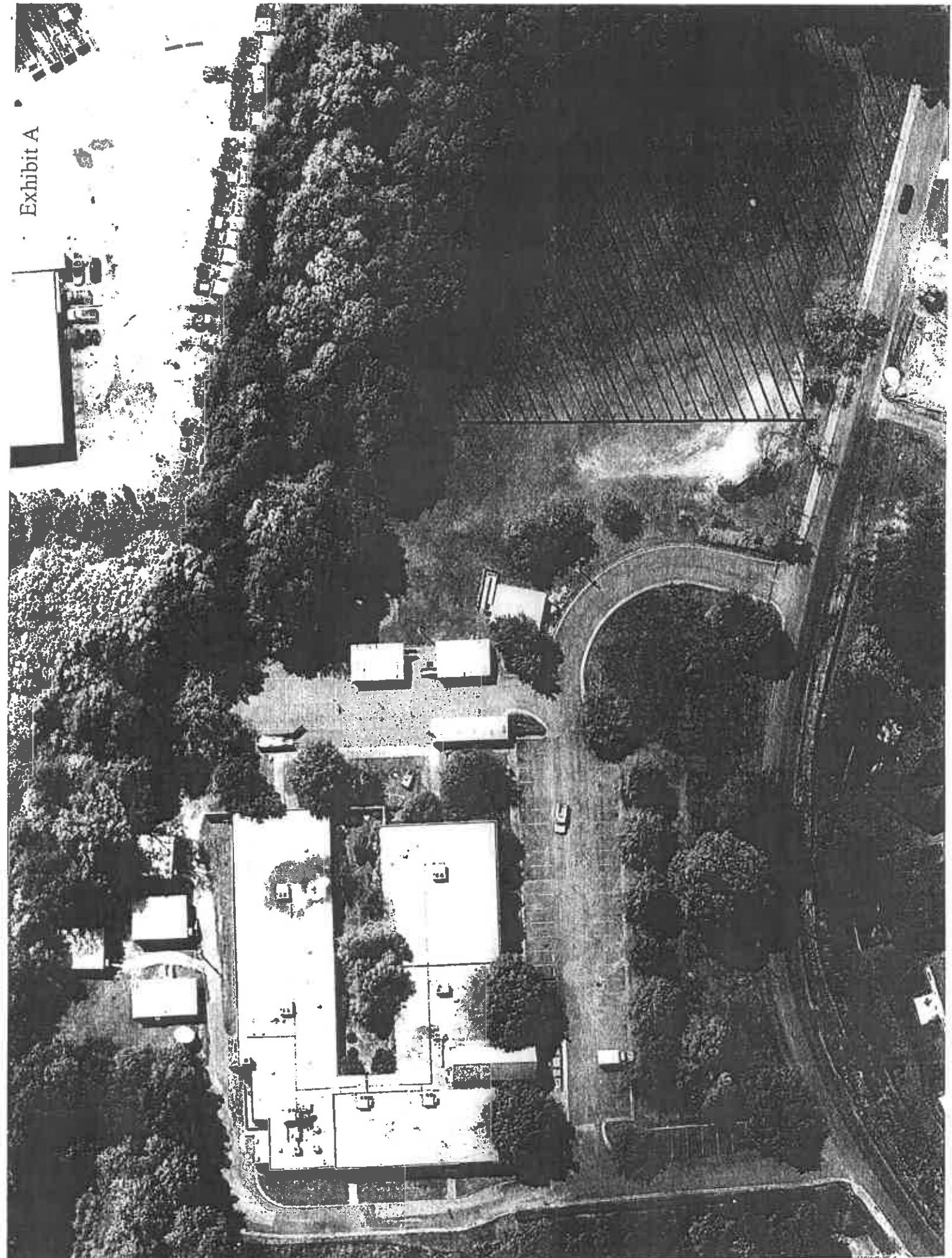
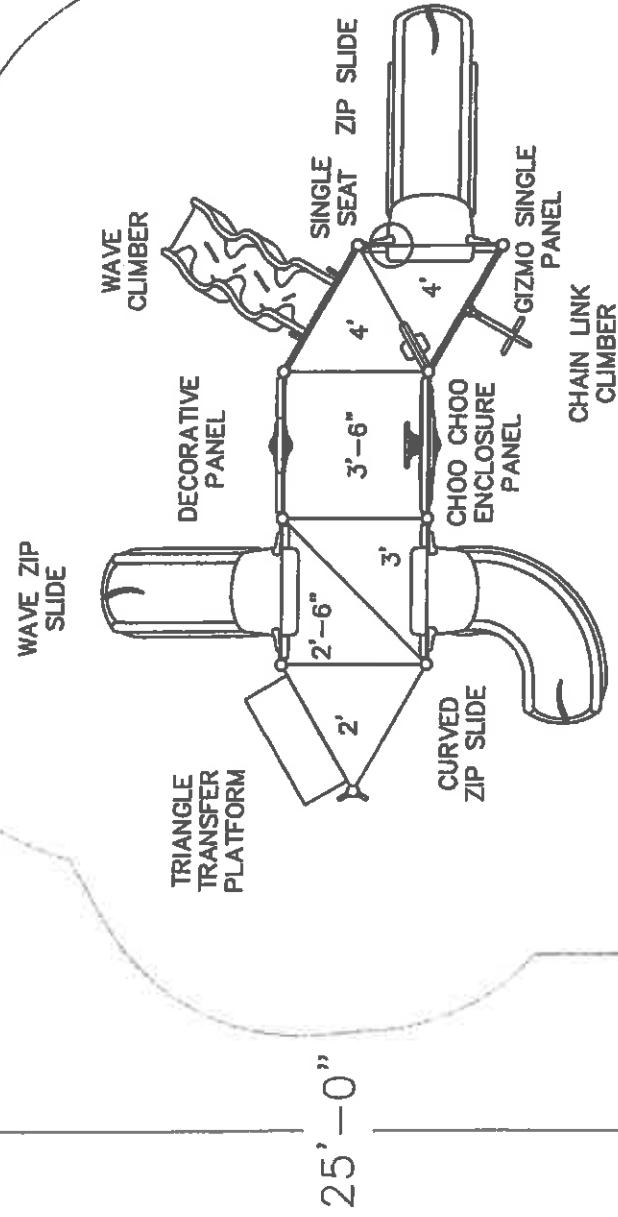


EXHIBIT C

32'-6"

25'-0"



Smyrna Parks  
& Recreation  
Argo Park  
Smyrna, GA

No.	Revision	Date

This play equipment is recommended for children ages 2 - 5.

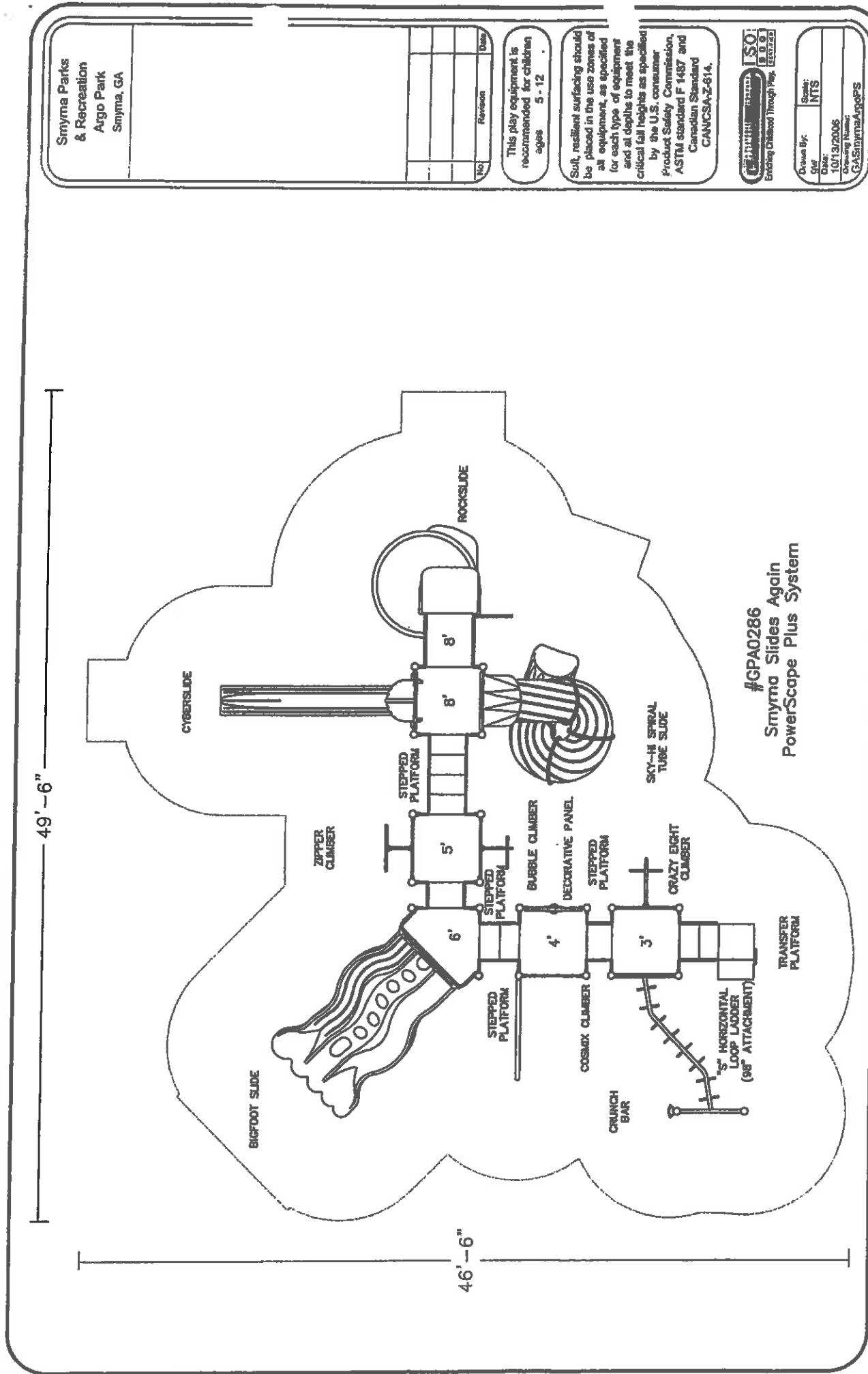
Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.



Drawn by: SW  
Scale: NTS  
Date: 10/13/2006  
Drawing Name: GA Smyrna Argo PT

#GPT0286  
Smyrna Slides Again  
PrimeTime System

EXHIBIT B



Smyrna Parks  
& Recreation  
Argo Park  
Smyrna, GA

Revision  
Date

No.  
This play equipment is  
recommended for children  
ages 5 - 12.

Suit, resilient surfacing should  
be placed in the use zones of  
all equipment, as specified  
for each type of equipment  
and at depths to meet the  
critical fall heights as specified  
by the U.S. Consumer  
Product Safety Commission,  
ASTM Standard F 1487 and  
Canadian Standard  
CAN/CSA-Z-614.

ISO  
9001  
CERTIFIED

#GPA0286  
Smyrna Slides Again  
PowerScope Plus System