

**COOPERATIVE TECHNICAL ASSISTANCE
INTERGOVERNMENTAL COST SHARING AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2018 by and between the CITY OF ATLANTA, Georgia, the COBB COUNTY-MARIETTA WATER AUTHORITY of Marietta, Georgia, DEKALB COUNTY, Georgia, the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, of Alpharetta, Georgia, GWINNETT COUNTY, Georgia (hereinafter referred to as the “Participants”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”).

WITNESSETH:

WHEREAS, the Participants are responsible for providing drinking water to their customers in the Metropolitan Atlanta Area, and ARC is responsible for long-range planning and coordinating the activities of counties and cities in the Metropolitan Atlanta Area; and

WHEREAS, in accordance with O.C.G.A. 50-8-35, ARC may carry out certain technical assistance activities in cooperation with affected units of local government; and

WHEREAS, the Participants use the Chattahoochee River, Lake Lanier and Allatoona Lake as the source of supply of water provided to their customers; and

WHEREAS, the States of Alabama, Florida and Georgia, and the U. S. Army Corps of Engineers, are involved in disputes regarding the states respective water rights in the Apalachicola-Chattahoochee-Flint River Basin (the ACF Basin) and the Alabama-Coosa-Tallapoosa River Basin (the ACT Basin); and

WHEREAS, successful participation in the dispute process will involve a high level of technical research as well as appropriate legal research and representation; and

WHEREAS, the Participants agree it is important to cooperate in the technical and legal research effort and that appropriate consultants and legal representatives must be obtained; and

WHEREAS, from time to time, other water suppliers may contribute funding to this coordinated effort; and

WHEREAS, the Participants believe it is cost effective and efficient to share costs to obtain the technical and legal research to protect mutual interests; and

WHEREAS, ARC has the experience and ability to manage a program of technical and legal research on behalf of the Participants; and

WHEREAS, the ARC and Participants have entered into a prior cooperative technical assistance and intergovernmental cost sharing agreement dated January 1, 2017 (“Prior Agreement”) similar to this Agreement that remains outstanding, and the funding available from the

Participants under such Prior Agreement is anticipated to be fully expended, or close to fully expended, as of the date this Agreement is executed:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Coordination and Direction of Work.

- a. All work and legal research performed under this agreement will be directed by the Coordinating Committee made up of the Participants and other parties that may provide financial support.
- b. The Coordinating Committee shall have the authority to contract through ARC with other parties which they deem necessary or helpful in the conduct of the work.
- c. Whenever consensus of the Coordinating Committee cannot be reached on the issues described above, a vote will be taken among the Coordinating Committee members. A simple majority vote by the members in attendance will carry.

2. Duties of the Participants.

- a. Cooperate at all times with ARC and the other Participants in furtherance of the objectives of this agreement.
- b. Name an appropriate representative to the Coordinating Committee and grant such representative the authority to make decisions on technical and policy matters regarding water resources issues and the hiring of consultants and attorneys.
- c. Attend all Coordinating Committee meetings after reasonable prior notice.
- d. Provide funding for its share of costs in a timely manner.

3. Duties of ARC.

- a. Monitor progress of the disputes and related work and provide information on such progress to the Coordinating Committee.
- b. Make recommendations to the Coordinating Committee on the nature of work and services needed.
- c. To call, schedule, and chair meetings and provide meeting notices and working agendas.
- d. Contract with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services.
- e. Coordinate and communicate with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee.
- f. Monitor consultant's activities.
- g. Receive invoices from consultants and legal representatives and process appropriate payments in a timely manner.
- h. Maintain billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the Participants.

4. Cost Share by the Participants.

Each of the Participants hereby agrees to provide the sum of Four Hundred and Fifty Thousand Dollars (\$450,000) over the term of this agreement to pay the cost of conducting the work. Payments will be made to ARC in one installment of \$450,000 upon execution of this agreement. ARC will provide an invoice for this payment. The Participants agree that the costs of conducting the work shall be shared equally, unless otherwise directed by the Coordinating Committee. Any funds paid in advance for which ARC does not actually incur the estimated costs will be refunded to the Participants once the project is complete. The expenses for conducting the work shall include, but are not necessarily limited to, amounts due any engineering or consulting firm and attorney's fees. Other expenses and select costs may be paid from time to time as the Coordinating Committee shall specifically authorize. The Participants hereby acknowledge that additional funding may be required in order to complete the work.

Remaining funding available under the Prior Agreement, if any, shall continue to be expended in accordance with the Prior Agreement prior to expending the funding made available under this Agreement.

5. Term.

This agreement shall become effective as of July 1, 2018 and shall continue in full force and effect until June 30, 2019. Each of the Participants acknowledges that ARC's performance hereunder is expressly conditioned upon the continued cooperation of all the Participants. In the event one or more of the Participants fails to perform its obligations hereunder, upon a majority vote of the remaining Participants, this Agreement may be terminated or amended. Any termination will be effective sixty (60) days after such vote and written notification to ARC.

In the event of such termination, the Participants shall be obligated to pay all consulting and legal fees and expenses reasonably advanced or incurred by ARC up to the effective date of termination.

6. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

Counterpart 1 of 6 to Technical Assistance Agreement.

Atlanta Regional Commission

Doug Hooker, Executive Director

Attested, Assistant Secretary

Kerry Armstrong, Chair

Counterpart 2 of 6 to Technical Assistance Agreement.

Witness:

City of Atlanta

Municipal Clerk

Keisha Lance Bottoms, Mayor (Seal)

Approved as to Form:

Recommended:

City Attorney

Kishia L. Powell, Commissioner
Department of Watershed Management

Approved:

Chief Procurement Officer

Chief Financial Officer

Chief Operating Officer

Counterpart 3 of 6 to Technical Assistance Agreement.

**COBB COUNTY-MARIETTA
WATER AUTHORITY**

James C. Scott, Jr., Chairman

Approved as to form:

Attest:

Attorney

Title

Counterpart 4 of 6 to Technical Assistance Agreement.

DeKalb County

Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

Barbara H. Sanders
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

William E. Rhinehart
Deputy Chief Operating Officer

Approved as to Form:

Interim County Attorney
DeKalb County, Georgia

Counterpart 5 of 6 to Technical Assistance Agreement.

**Atlanta-Fulton County
Water Resources Commission**

Chairman

Approved as to Form:

ATTEST:

AFCWRC Attorney (Fulton County)

Approved as to Form:

AFCWRC Attorney (City of Atlanta)

Approved as to Content:

ATTEST:

Kathy Crews, General Manager

Notary Public (Seal)

My Commission Expires _____

Counterpart 6 of 6 to Technical Assistance Agreement.

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash
Chair, Board of Commissioners

ATTEST:

County Clerk/Deputy County Clerk

(Seal)

APPROVED AS TO FORM:

County Attorney