

**COOPERATIVE TECHNICAL ASSISTANCE
INTERGOVERNMENTAL COST SHARING AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024 by and between the CITY OF ATLANTA, Georgia, the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, of Alpharetta, Georgia, the BARTOW COUNTY SOLE COMMISSIONER by and on behalf of BARTOW COUNTY, the CITY OF CARTERSVILLE, Georgia, the COBB COUNTY-MARIETTA WATER AUTHORITY of Marietta, Georgia, the DEKALB COUNTY BOARD OF COMMISSIONERS by and on behalf of DEKALB COUNTY, Georgia, the FORSYTH COUNTY BOARD OF COMMISSIONERS by and on behalf of FORSYTH COUNTY, Georgia, the CITY OF GAINESVILLE, Georgia, the GWINNETT COUNTY BOARD OF COMMISSIONERS by and on behalf of GWINNETT COUNTY, Georgia (hereinafter referred to as the “Participants”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”), collectively referred to as “Parties.”

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, the U. S. Army Corps of Engineers, and other interested parties are involved in disputes regarding the states’ respective water rights and water usage 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 prior cooperative technical assistance and intergovernmental cost sharing agreements (“Prior Agreements”) similar to this Agreement, and the funding available from the Participants under such Prior Agreements is anticipated to be fully expended in the next year.

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/representation performed under this agreement will be directed by the Coordinating Committee made up of the Participants and ARC. Other parties that provide financial support may be included on the Coordinating Committee by a supermajority vote of at least two-thirds of the Participants, factoring in each Participant’s weighted vote. If a single vote is necessary to achieve a supermajority, ARC shall have the deciding vote.
- b. The Coordinating Committee shall have the authority to contract through ARC, at the expense of the Participants through contributions outlined herein, with other parties which they deem necessary or helpful in the conduct of the work. No contracts under this paragraph shall work to encumber the Participants over and above the amounts set forth in Paragraph 4.
- c. Whenever unanimous consent of the Coordinating Committee cannot be reached on issues, a vote will be taken among the Coordinating Committee members. A simple majority vote of all the members, factoring in each Participant’s weighted vote, will carry.
- d. Each Participant paying a full share shall have four weighted votes through its Coordinating Committee member; Participants paying a half share shall have two weighted votes through its Coordinating Committee member; and Participants paying a quarter share shall have one weighted vote through its Coordinating Committee member. ARC shall only vote in the instance of a tie and shall have one vote.

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 member to the Coordinating Committee and one alternate if desired and grant such member (or the alternate in the absence of the member) the authority to vote on behalf of the member’s affiliated Participant on decisions by the Coordinating Committee.
- c. Attend all Coordinating Committee meetings after reasonable prior notice. Attendance may be in person or by teleconference or similar electronic means.
- d. Provide funding as provided in Paragraph 4 in a timely manner.

3. Duties of ARC.

- a. Assign a project manager to monitor progress of the disputes and related work and provide information on such progress to the Coordinating Committee.
- b. Name an appropriate member to the Coordinating Committee, other than the project manager, and grant such member the authority to vote on behalf of ARC on decisions by the Coordinating Committee concerning technical and policy matters regarding water resources issues and the hiring of consultants and attorneys.
- c. Make recommendations to the Coordinating Committee on the nature of work and services needed.
- d. Call, schedule, and chair meetings and provide meeting notices and working agendas.
- e. Contract with consultants and legal representatives selected by the Coordinating Committee to render technical and professional services.
- f. Coordinate and communicate with consultants and legal representatives on a continuous basis and act as coordinator between consultants and the Coordinating Committee.
- g. Monitor consultants' activities.
- h. Receive invoices from consultants and legal representatives and process appropriate payments in a timely manner.
- i. Maintain billing accounts and financial records for three years after the completion of this agreement and provide periodic status updates to the Participants.
- j. Provide a financial status report to the Coordinating Committee members on a quarterly basis. Detailed consultant and legal invoices may be provided upon request by a Participant, subject to reasonable redaction by legal representatives to preserve privilege or confidentiality.

4. Cost Share by the Participants.

For each year during which the agreement is in force and effect (Year 1: January 1, 2025 to December 31, 2025, Year 2: January 1, 2026 to December 31, 2026, and Year 3: January 1, 2027 to December 31, 2027), each of the Participants hereby agrees to make payments to ARC as needed during each year and due within 60 days of invoicing. The amount of annual aggregated invoices will not exceed the Share Amount listed below and may be less than the Share Amount listed below based on actual expense trends and estimated costs for the upcoming year.

ARC will provide an invoice for each payment subject to the aggregated Share Amount. The Participants agree that the costs of conducting the work shall be allocated as follows:

- Up to \$ 150,000 (Full Share)
 - CITY OF ATLANTA
 - ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION
 - COBB COUNTY-MARIETTA WATER AUTHORITY
 - DEKALB COUNTY
 - GWINNETT COUNTY
- Up to \$ 75,000 (Half Share)
 - FORSYTH COUNTY
 - CITY OF GAINESVILLE

- Up to \$ 37,500 (Quarter Share)
 - BARTOW COUNTY
 - CITY OF CARTERSVILLE

If ARC invoices in advance for estimated costs but does not ultimately incur such estimated costs, ARC will refund to the Participants any amounts collected in excess of actual costs paid once the project or undertaking is completed. 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 for contracts authorized by the Coordinating Committee, as well as actual salary costs, fringe, indirect expenses, and direct expenses including travel for the assigned ARC project manager. The costs attributable to the ARC project manager shall not exceed \$ 55,000.00 per year. 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, but in no event will such additional funding exceed the capped annual Share Amount as set forth above unless first approved by the respective governing authority of each Participant. The Parties to this Agreement agree that the Parties are independent organizations, and that no agency, employment, partnership, or joint venture relationship is created by this Agreement. The Parties further agree that no Participant will have the authority to act for the other in any manner, nor to create obligations or debts that would be binding upon the other except as specifically provided herein.

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

5. Term.

This agreement shall become effective as of the date of signature of at least two Parties, with effectiveness as to other Parties to occur upon execution of counterparts and shall continue in full force and effect until December 31, 2027. 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 simple 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.

A Participant may terminate its participation in this Agreement upon sixty (60) days written notice to the ARC. Upon the withdrawal of a Participant, this Agreement shall remain in full force and effect as to all other Participants. The withdrawing Participant shall be responsible for fulfilling all of its obligations under this Agreement up to the date of its withdrawal. If one or more Participants' withdrawal or removal materially impacts the performance of this agreement, the remaining Participants shall renegotiate the terms of this agreement to allocate the withdrawing Participant's obligations among themselves.

In the event of a termination of the agreement, 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, provided that such fees and expenses do not exceed the Share

Amount provided herein or in any subsequent grant of additional authority that may occur pursuant to paragraph 4 herein.

Upon the occurrence of any circumstance beyond the control of ARC, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances create financial constraints or prohibit or impede the duties outlined herein, this agreement may be renegotiated between the Parties as requested by any Participant or ARC.

6. Amendment

Any amendment to this Agreement shall be made in writing and signed by all Participants in the same form as this Agreement. Amendments shall become effective as of the date of signature of all Participants by counterparts.

7. Compliance With Applicable Laws and Regulations

All Parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this Agreement alters, or seeks to alter, the existing statutory authority of the Parties under state or federal law. If any of the provisions of this Agreement are held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. No Party shall be liable or assume responsibility for any expense or other damages arising out of or resulting from the act or omission of another Party, or another Party's respective officials, officers, employees, or agents, or from any third-party, including any claims from any third-party against any Party in this Agreement.

8. Dispute Resolution.

In the event of a dispute between the Parties, arising out of or related to this Agreement, the aggrieved Party/ies shall notify the other Party/ies of the dispute within a reasonable time after such dispute arises. If the Parties cannot thereafter resolve the dispute through good faith negotiations, each Party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Should such efforts fail to resolve the dispute, any Party may pursue resolution in any court having jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. 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.

10. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Participants agree that, during performance of this Agreement, each Participant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

11. E-Verify.

The Parties hereto shall independently satisfy their E-Verify obligations under O.C.G.A. 13-10-90, et. seq

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

Counterpart 1 of 10 to Technical Assistance Agreement.

Atlanta Regional Commission

By: _____
Executive Director

By: _____
Attested, Assistant Secretary

By: _____
Chair

Counterpart 2 of 10 to Technical Assistance Agreement.

Witness:

CITY OF ATLANTA

By: _____
Municipal Clerk

By: _____
Mayor (Seal)

Approved as to Form:

Recommended:

By: _____
City Attorney

By: _____
Commissioner
Department of Watershed Management

Counterpart 3 of 10 to Technical Assistance Agreement.

BARTOW COUNTY, GEORGIA

By: _____
Sole Commissioner

Attest:

By: _____
Clerk

Counterpart 4 of 10 to Technical Assistance Agreement.

CITY OF CARTERSVILLE, GEORGIA

By: _____
Mayor

Attest:

By: _____
City Clerk

Counterpart 5 of 109 to Technical Assistance Agreement.

**COBB COUNTY-MARIETTA
WATER AUTHORITY**

By: _____
Chair

Approved as to form:

Attest: By: _____

By: _____
Attorney

Title

Counterpart 6 of 10 to Technical Assistance Agreement.

DEKALB COUNTY

By: _____
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

By: _____
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

By: _____
Director of Watershed Management
DeKalb County, GA

Approved as to Form:

By: _____
County Attorney

Counterpart 7 of 10 to Technical Assistance Agreement.

**Atlanta-Fulton County
Water Resources Commission**

By: _____
AFCWRC Chair

Approved as to Content:

By: _____
General Manager

Approved as to Form:

By: _____
AFCWRC (Fulton County)

Approved as to Form:

By: _____
AFCWRC (City of Atlanta)

Acknowledged by:
Fulton County

By: _____
Chair
Fulton County Board of Commissioners

ATTEST:

By: _____
Clerk of the Commission

Approved as to Form:

By: _____
Office of the Fulton County Attorney

Counterpart 8 of 10 to Technical Assistance Agreement.

GWINNETT COUNTY, GEORGIA

By: _____
Chair
Board of Commissioners

ATTEST:

By: _____
County Clerk/Deputy County Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
County Attorney

Counterpart 9 of 10 to Technical Assistance Agreement.

FORSYTH COUNTY, GEORGIA

By: _____
Chair
Board of Commissioners

ATTEST:

By: _____
County Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
County Attorney

Counterpart 10 of 10 to Technical Assistance Agreement.

CITY OF GAINESVILLE, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(Seal)

APPROVED AS TO FORM:

By: _____
City Attorney