

**A SUBSTITUTE RESOLUTION
BY CITY UTILITIES COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH AMENDMENT TO THE TECHNICAL ASSISTANCE AGREEMENT REGARDING WATER SUPPLY BETWEEN THE ATLANTA REGIONAL COMMISSION (ARC) AND THE CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA FULTON COUNTY WATER RESOURCES COMMISSION (AFCWRC); TO PROVIDE FOR PAYMENTS PURSUANT TO THE AGREEMENT FOR AND ON BEHALF OF THE CITY IN THE AMOUNT OF ONE HUNDRED THOUSAND AND 00/00 DOLLARS (\$100,000.00) AND FOR AND ON BEHALF AFCWRC IN THE AMOUNT OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) IN ORDER TO FUND WORK IN FURTHERANCE OF THE REGIONAL TECHNICAL EFFORTS RELATED TO WATER SUPPLY. ALL COST SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER 2J01 524001 Q11101 (CONSULTANT & PROFESSIONAL SERVICES, OFFICE OF THE COMMISSIONER) IN THE AMOUNT OF \$100,000.00 AND 2J01 524001 Q69001 (CONSULTANT AND PROFESSIONAL SERVICES, NORTH AREA TREATMENT PLANT) IN THE AMOUNT OF \$50,000.00; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta entered into a Technical Assistance Agreement as part of a cooperative effort with other governmental agencies to insure that its citizens will continue to receive the desired quantity and quality of water; and

WHEREAS, the parties have previously provided funding for the work authorized by the Agreement by amendments dated May 20, 1996, April 5, 1999, November 13, 2000, November 26, 2001 and, most recently, pursuant to 03-R-0785, December 10, 2002; and

WHEREAS, additional funds are needed to provide analysis of technical responses to the various scenarios presented during the course of the tri-states negotiations in accordance with the Agreement; and

WHEREAS, the parties wish to extend the term of the Agreement by one (1) year and to make an additional payment of \$100,000.00 each (in a total contract amount not to exceed \$700,000.00 by each party); and



WHEREAS, the City of Atlanta's share of such payments would be \$100,000.00 on behalf of the City and \$50,000.00 on behalf of the City's portion of the Atlanta Fulton County Water Resources Commission (AFCWRC).

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA THAT:

Section 1: The Mayor is hereby authorized to execute an amendment to the Technical Assistance Agreement with the Atlanta Regional Commission (ARC) and other parties to extend the term of the Agreement by one (1) year and to make payments as described herein. The City Attorney is hereby directed to prepare an amendment to the said Agreement for execution by the Mayor and approval as to form by the City Attorney.

Section 2: The Chief Financial Officer is hereby authorized to make payments as follows: to ARC in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) and to Atlanta Fulton County Water Resources Commission (AFCWRC) in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

Section 3: The amendment to this Agreement shall not become binding on the City, and the City shall incur no liability upon same, until the amendment has been executed by the Mayor and delivered to all parties.

Section 4: Payments made pursuant to this Resolution shall be charged to and paid from Fund Account and Center number: 2J01 524001 Q11101 (Consultant & Professional Services, Office of the Commissioner) in the amount of \$100,000.00 and 2J01 524001 Q69001 (Consultant and Professional Services, North Area Treatment Plant) in the amount of \$50,000.

A true copy,

Shonda Daughtrick Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

AUG 16, 2004
AUG 20, 2004



**SIXTH AMENDMENT
TO TECHNICAL ASSISTANCE AGREEMENT
REGARDING WATER SUPPLY**

THIS AGREEMENT, entered into as of this ____ day of _____, 2003 by and between the CITY OF ATLANTA, COBB COUNTY-MARIETTA WATER AUTHORITY, DEKALB COUNTY, and the ATLANTA-FULTON COUNTY WATER RESOURCES COMMISSION, (hereinafter referred to as the "Participants"), and ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, the Participants did enter into an agreement with ARC, dated May 20, 1992, in which the ARC agreed to perform certain professional services for the Participants and the Participants agreed to compensate ARC for the performance of such services in the amount of \$100,000 each, all as more fully set forth in said agreement; and

WHEREAS, the parties hereto have previously amended said contract as of May 20, 1996, April 5, 1999, November 13, 2000, November 26, 2001, and December 10, 2002 including increasing the compensation by \$100,000 each time to a total of \$600,000 each; and

WHEREAS, effective with this amendment, Gwinnett County has chosen to terminate its participation in this project; and

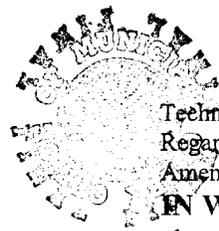
WHEREAS, the remaining parties wish to further amend said contract increasing the compensation an additional \$100,000 each to a total of \$700,000, and extend the term of the agreement by one (1) year, each as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows;

1. The parties to this Amendment agree that Gwinnett County has ceased to be a Participant as of the effective date of this Amendment and that after that effective date the Participants are those remaining parties so named above.
2. The first sentence of Item 5, Monetary Contributions by Participants, is hereby revised to read: "Each of the Participants agrees to contribute a total contribution of Seven Hundred Thousand Dollars (\$700,000)."
3. The last sentence of Item 7, Term, is hereby revised to read: "In no event however, shall this agreement survive beyond December 31, 2004, except by mutual agreement of the affected parties."

The parties hereto understand and agree that this amendment may be executed in counterparts.

Except as specifically modified hereinabove, the remainder of said agreement shall remain in full force and effect.



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

IN WITNESS WHEREOF, the Participants and ARC hereunto agree effective as of the date above written.

Counterpart 1 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

Atlanta Regional Commission

Director

Attested, Assistant Secretary

Chair



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

Counterpart 2 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

City of Atlanta

Approved as to Form:

Shirley Franklin, Mayor

City Attorney

Attested
Municipal Clerk

Recommended:

Watershed Management Commissioner



**SIXTH AMENDMENT
TO TECHNICAL ASSISTANCE AGREEMENT
REGARDING WATER SUPPLY**

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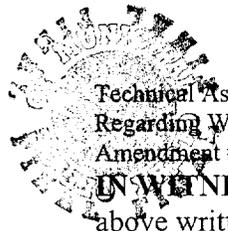
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Counterpart 1 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

Atlanta Regional Commission

Director

Attested, Assistant Secretary

Chair



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

Counterpart 2 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

City of Atlanta

Approved as to Form:

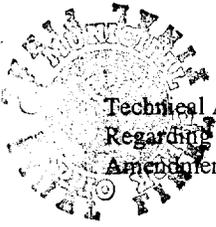
Shirley Franklin, Mayor

City Attorney

Attested
Municipal Clerk

Recommended:

Watershed Management Commissioner



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

Counterpart 3 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

Cobb County - Marietta Water Authority

Scott C. Craddock, Chairman

Attested



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

Counterpart 4 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

DeKalb County

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

Approved as to Form:

ATTESTED:

County Attorney

Ex Officio Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia



Technical Assistance Agreement
Regarding Water Supply
Amendment # 6

Counterpart 5 of 5 to Sixth Amendment to Technical Services Agreement regarding water supply.

**Atlanta-Fulton County
Water Resources Commission**

Clair Muller, Chairman

Approved as to Form:

ATTEST:

City Attorney

Approved as to Content:

ATTEST:

Mike Leonard, General Manager

Notary Public (Seal)

My Commission Expires _____

		8-16-4 Council Meeting
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-1375	41. 04-R-1317	59. 04-R-1336
2. 04-O-1206	42. 04-R-1400	60. 04-R-1337
3. 04-O-1209	43. 04-R-1320	61. 04-R-1338
4. 04-O-1354	44. 04-R-1321	62. 04-R-1340
5. 04-O-1357	45. 04-R-1322	63. 04-R-1341
6. 04-O-1366	46. 04-R-1323	64. 04-R-1342
7. 04-O-0437	47. 04-R-1324	65. 04-R-1343
8. 04-O-1350	48. 04-R-1325	66. 04-R-1344
9. 04-O-1351	49. 04-R-1326	67. 04-R-1345
10. 04-O-1368	50. 04-R-1327	68. 04-R-1346
11. 04-O-1247	51. 04-R-1328	69. 04-R-1347
12. 04-O-1221	52. 04-R-1329	70. 04-R-1348
13. 04-R-1372	53. 04-R-1330	
14. 04-R-1273	54. 04-R-1331	
15. 04-R-1388	55. 04-R-1332	
16. 04-R-1402	56. 04-R-1333	
17. 04-R-1403	57. 04-R-1334	
18. 04-R-1404	58. 04-R-1335	
19. 04-R-1304		
20. 04-R-1392		
21. 04-R-1393		
22. 04-R-1394		
23. 04-R-1395		
24. 04-R-1396		
25. 04-R-1397		
26. 04-R-1398		
27. 04-R-1355		
28. 04-R-1356		
29. 04-R-1373		
30. 04-R-1308		
31. 04-R-1309		
32. 04-R-1310		
33. 04-R-1311		
34. 04-R-1349		
35. 04-R-1367		
36. 04-R-1370		
37. 04-R-1312		
38. 04-R-1313		
39. 04-R-1315		
40. 04-R-1316		

04-*R*-1304
 (Do Not Write Above This Line)

A RESOLUTION BY
 CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE SIXTH AMENDMENT TO THE TECHNICAL ASSISTANCE AGREEMENT REGARDING WATER SUPPLY BETWEEN THE ATLANTA REGIONAL COMMISSION (ARC) AND THE CITY OF ATLANTA, COBB COUNTY, MARIETTA WATER AUTHORITY, DEKALB COUNTY AND THE ATLANTA FULTON COUNTY WATER RESOURCES COMMISSION (AFCWRC); TO PROVIDE FOR PAYMENTS PURSUANT TO THE AGREEMENT FOR AND ON BEHALF OF THE CITY IN THE AMOUNT OF ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) AND FOR AND ON BEHALF AFCWRC IN THE AMOUNT OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) IN ORDER TO FUND WORK IN FURTHERANCE OF THE REGIONAL TECHNICAL EFFORTS RELATED TO WATER SUPPLY. ALL COST SHALL BE CHARGED TO AND PAID FROM THE FUND ACCOUNT AND CENTER NUMBER 2J01 524001 Q11101 AND FUND ACCOUNT AND CENTER NUMBER 2J01 524001 699001; AND FOR OTHER PURPOSES.

SUBSTITUTE

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred
 Referred To:
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

City Committee
7/27/04 Date
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

ADOPTED BY
 AUG 16 2004
COUNCIL

Refer To

Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Consent V Vote RC Vote

CERTIFIED
 AUG 16 2004
John H. Fisher
 COUNCIL PRESIDENT

CERTIFIED
 AUG 16 2004
Ronald D. Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION
Walter S. Parks
 AUG 20 2004
 MAYOR