

14-2-3385

A RESOLUTION
BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FAIRBURN, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE AND/OR ADJUST A CITY OF ATLANTA WATER PIPE AND RELATED FACILITIES IN CONJUNCTION WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT #S013807 TO DESIGN AND CONSTRUCT CERTAIN TRANSPORTATION FACILITY IMPROVEMENT TO THE BRIDGE ON JOHNSON ROAD CROSSING LINE CREEK AT THE FULTON COUNTY AND FAYETTE COUNTY LINE IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$325,567.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5052 (WATER AND WASTEWATER RENEWAL AND EXTENSION FUND) 171005 (DWM INFRASTRUCTURE APPURTENANCES) 5414002 (FACILITIES OTHER THAN BUILDINGS) 4410000 (WATER ADMINISTRATION) AND PROJECT TASK ORGANIZATION AND ACCOUNT NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 102 (TASK) 505221391 (WATER AND WASTEWATER RENEWAL AND EXTENSION FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA; AND FOR OTHER PURPOSES.

- 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 _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V. Vote R.C. Vote

Committee City Utilities
 Date March 25, 2014

Chair Walter Buckley

Action Fav, Adv, Hold (see rev. side)
 Other

Action Fav, Adv, Hold (see rev. side)
 Other

Members
Johnson
Stephens
Stephens

Members

Refer To _____

Refer To _____

Committee

Committee

Date

Date

Chair

Chair

Action

Action

Other

Other

Members

Members

ADOPTED BY

APR 21 2014

COUNCIL
 Keller 10

Refer To

CERTIFIED
 APR 21 2014
 ATLANTA CITY BOUNCIL PRESIDENT

CERTIFIED
 APR 21 2014
 R. L. ...
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

APR 30 2014

WITHOUT SIGNATURE
 BY OPERATION OF LAW

29167

14-2-3385

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF FAIRBURN, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, TO RELOCATE AND/OR ADJUST A CITY OF ATLANTA WATER PIPE AND RELATED FACILITIES IN CONJUNCTION WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION PROJECT #S013807 TO DESIGN AND CONSTRUCT CERTAIN TRANSPORTATION FACILITY IMPROVEMENT TO THE BRIDGE ON JOHNSON ROAD CROSSING LINE CREEK AT THE FULTON COUNTY AND FAYETTE COUNTY LINE IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$328,567.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5052 (WATER AND WASTEWATER RENEWAL AND EXTENSION FUND) 171005 (DWM INFRASTRUCTURE APPURTENANCES) 5414002 (FACILITIES OTHER THAN BUILDINGS) 4410000 (WATER ADMINISTRATION) AND PROJECT TASK ORGANIZATION AND ACCOUNT NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 102 (TASK) 505221391 (WATER AND WASTEWATER RENEWAL AND EXTENSION FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS) COA; AND FOR OTHER PURPOSES.

WHEREAS, the State of Georgia Department of Transportation (“GDOT”) and the City of Fairburn (“Fairburn”) are currently undertaking GDOT Project # S013807 for the purpose of designing and constructing certain transportation facility improvements to the bridge on Johnson Road crossing Line Creek at the Fulton County and Fayette County line (“Project”); and

WHEREAS, Fairburn is responsible for, among other things, competitively procuring a contractor for constructing the Project; securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

WHEREAS, the City of Atlanta (“Atlanta”) Department of Watershed Management (“DWM”) has an existing 24” ductile iron water pipe, fire hydrants, water valves, steel piers and other related water facilities (“Facilities”) located within the Project limits; and

WHEREAS, the Facilities present a conflict with the construction of the Project and must be relocated and/or adjusted to accommodate the Project, and DWM also desires to make certain necessary improvements and upgrades to the Facilities as part of the Project; and

WHEREAS, by including the relocation and/or adjustment of the Facilities into the Project, Atlanta gains the benefit of eliminating or reducing costs associated with surveying, permitting, asphalt and sidewalk restoration, erosion and sedimentation control, mobilization and traffic control; and

WHEREAS, the costs of the required Facility relocation and/or adjustment to be incurred by Atlanta are estimated not to exceed Three Hundred Twenty Eight Thousand, Five Hundred Sixty-Seven Dollars and Zero Cents (\$328,567.00); and

WHEREAS, the DWM and Fairburn have determined that the most effective and economical means of relocating and/or adjusting the Facilities is to include the work as part of the Project, according to the terms and conditions contained in the Intergovernmental Agreement (“Agreement”) attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, sufficient funds are available for Atlanta’s portion of the cost of the Project from Fund Department Organization and Account Number 5052 (Water and Wastewater Renewal and Extension Fund) 171005 (DWM Infrastructure Appurtenances) 5414002 (Facilities Other Than Buildings) 4410000 (Water Administration) and Project Task Organization and Account Number 17110893 (Utilities GDOT & Municipal) 102 (Task) 505221391 (Water and Wastewater Renewal and Extension Fund) 5414002 (Facilities Other Than Buildings) COA; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends that DWM enter into an Intergovernmental Agreement with Fairburn for the relocation and/or adjustment of the Facilities as part of the Project in an estimated amount not to exceed Three Hundred Twenty Eight Thousand, Five Hundred Sixty-Seven Dollars and Zero Cents (\$328,567.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to enter into an Agreement with the City of Fairburn, Georgia in substantial form as the agreement attached hereto as Exhibit “A,” to include relocating and/or adjusting the Facilities as part of the Project in an estimated amount not to exceed Three Hundred Twenty Eight Thousand, Five Hundred Sixty-Seven Dollars and Zero Cents (\$328,567.00); and

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee; and

BE IT FURTHER RESOLVED, that the Agreement will not become binding on Atlanta and Atlanta will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the Atlanta City Attorney and delivered to the City of Fairburn, Georgia; and

BE IT FINALLY RESOLVED, that all services for the Project shall be charged to and paid from Fund Department Organization and Account Number 5052 (Water and Wastewater Renewal and Extension Fund) 171005 (DWM Infrastructure Appurtenances) 5414002 (Facilities Other Than Buildings) 4410000 (Water Administration) and Project Task Organization and Account Number 17110893 (Utilities GDOT & Municipal) 102 (Task) 505221391 (Water and Wastewater Renewal and Extension Fund) 5414002 (Facilities Other Than Buildings) COA.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

APR 21, 2014
APR 30, 2014



EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This intergovernmental agreement (“Agreement”), is entered into as of the ___ day of _____, 20__ (“Effective Date”), by and between the **City of Fairburn, Georgia** (“Fairburn”), a municipal corporation of the State of Georgia and the **City of Atlanta, Georgia** (“Atlanta”), a municipal corporation of the State of Georgia, by and through the Department of Watershed Management (“DWM”) (collectively, Fairburn and Atlanta may be referred to herein as “Parties” or individually as “Party”).

WHEREAS, the Georgia Department of Transportation (“GDOT”) and Fairburn have agreed to participate in a joint project for the purpose of designing and constructing certain transportation facility improvements to the bridge on Johnson Road crossing Line Creek at the Fulton County and Fayette County line, pursuant to an agreement between GDOT and Fairburn (“Project Agreement”), for the project referred to as “GDOT Project #S013807” (“Project”), as such Project is further described in the Project Agreement; and

WHEREAS, pursuant to the Project Agreement, Fairburn is responsible for, among other things, competitively procuring a contractor for constructing the Project; securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

WHEREAS, DWM has certain existing water facilities that present a utility conflict for the Project that must be relocated and/or adjusted to accommodate the Project, including a 24” water pipe, fire hydrants, and other related water facilities; and

WHEREAS, Atlanta has agreed to participate in the design and construction costs in connection with the relocation and/or adjustment of its facilities to accommodate the Project (“DWM Improvements”) and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

WHEREAS, Fairburn will provide all design drawings and specifications needed for the DWM Improvements so that such design drawings and specifications will be part of the bidding package and construction plans for the Project, according to Atlanta’s standards and specification and subject to the Atlanta’s approval, described more particularly herein; and

WHEREAS, Atlanta has further agreed to contribute the Project Costs (as defined below) for the DWM Improvements and, as such, desires to enter into this Agreement with Fairburn for the purpose of defining the terms and conditions as between the Parties for Atlanta’s contribution of the Project Costs for the design and construction of the DWM Improvements, which costs are estimated not to exceed Three Hundred Twenty Eight Thousand, Five Hundred Sixty-Seven Dollars and Zero Cents (\$328,567.00); and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such



contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga Const. Art. IX, Sec. III, Par. I; and

WHEREAS, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with asphalt and sidewalk restoration, erosion and sedimentation control measures, land acquisition and traffic control; and

WHEREAS, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the DWM Improvements and Atlanta’s contribution of the Project Costs.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Atlanta Contribution.

1.1. Atlanta Authority. Atlanta hereby acknowledges and agrees that pursuant to Resolution No. -R- the Mayor is authorized to execute this Agreement. Furthermore, pursuant to -R- and this Agreement, Atlanta is authorized to and shall contribute the Final Project Costs for the DWM Improvements, which shall not exceed Three Hundred Twenty Eight Thousand, Five Hundred Sixty-Seven Dollars and Zero Cents (\$328,567.00) to Fairburn for the purpose of the funding the DWM Improvements, all in accordance with the terms and conditions of this Agreement (“DWM Contribution”).

1.2. Payment. Atlanta agrees to and shall pay Fairburn the Final Project Costs (as defined in Section 1.4) within sixty (60) days receipt of an invoice from Fairburn for the Final DWM Project Costs and after Final Acceptance (as defined in Section 5) of the DWM Improvements. For purposes of this Agreement, “Project Costs” shall include the following costs associated with the design, construction, oversight and management of the DWM Improvements, but shall not include such costs associated with the Project related to costs not associated with the DWM Improvements or the Project, generally:

1.2.1. Costs for all design drawings, construction plans and specifications for the DWM Improvements, provided by Fairburn in accordance with Section 2.3, which shall be part of the bidding package and construction plans for the Project.

1.2.2. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM

Improvements and compliance with this Agreement and any related site or landscaping work incorporated in or related to the DWM Improvements, including but not limited to all sums paid to or incurred by Fairburn, as herein defined;

1.2.3. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Improvements Plans (as defined in Section 2.3);

1.2.4. Tree recompense or tree ordinance compliance expenses;

1.2.5. Cost for the acquisition of temporary construction easements and permanent easement on which the DWM Improvements shall be constructed (if any); and

1.2.6. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Cost Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. Fairburn shall notify Atlanta within thirty (30) days from incurring costs that exceed the estimated Project Cost specified in Section 1.2, including the basis for the cost overruns and a request seeking approval for the same. Furthermore, Atlanta shall approve any and all changes to the DWM Improvements Plans.

1.4. Final Project Costs. For purposes of this Agreement, Final Project Costs shall include all Project Costs, including any approved Project Cost Overruns, as defined in Section 1.3.

Section 2. Fairburn's Obligations.

2.1. General Obligation. Fairburn shall construct or cause through its contractors to construct the DWM Improvements in accordance with the DWM Improvements Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

2.2. Permits, approvals, licenses, inspection and certifications fees. Fairburn is responsible for obtaining all permits, licenses, certifications and inspections fees necessary for the construction of the DWM Improvements.

2.3. Design of the DWM Improvements. Fairburn shall be responsible for the design, engineering, drawings, plans and specifications needed for the DWM Improvements ("DWM Improvements Plans") all in accordance with the Atlanta's standards and specifications and

subject to Atlanta's approvals described below. The DWM Improvements Plans must ensure that the design will provide uninterrupted water service to Atlanta's customers. The DWM Improvements Plans shall be developed in consultation with Atlanta at regular design progress meetings. Fairburn shall submit for Atlanta's review and approval the DWM Improvements Plans at interim progress intervals at 30% Preliminary design drawings, 60% Draft preliminary design package and 90% Final preliminary design package. Progress meeting shall occur at a mutually agreed upon location. Atlanta review and approval of DWM Improvements Plans shall be in the form of the signature of an authorized Atlanta Representative for the Project. Fairburn shall incorporate any comments from Atlanta into the DWM Improvements Plans to ensure that the final DWM Improvements Plans meet Atlanta's standards and specifications; provided, however, that Atlanta shall not unreasonably withhold or delay its review and approval of the DWM Improvements Plans. Fairburn shall not make the DWM Improvements Plans part of any bidding package and/or construction plan for the Project until Atlanta has approved the final DWM Improvements Plans. At any time Atlanta determines the DWM Improvements Plans contain any defects, Atlanta shall provide notice to Fairburn, and Fairburn shall immediately cause to remedy any such identified defects as directed by Atlanta.

2.4. Construction of the Project.

2.4.1. Atlanta hereby consents to and authorizes Fairburn, its agents, representatives, and contractors a right of entry onto property and rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvements Plans. Fairburn agrees that this right to use the Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

2.4.2. Fairburn shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Improvements (if any). Upon the completion of the DWM Improvements and upon the dedication and Final Acceptance of the DWM Improvements, as defined in Section 5, Fairburn shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

2.4.3. Completion Standard. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvements Plans and this Agreement.

2.4.4. Repairs and Restoration. Fairburn shall cause the repair of any damage to any of Atlanta's facilities, any public or private utilities, or any private property caused by or related to Fairburn's construction activities, or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.

2.4.5. Work Conditions. Fairburn shall require that any and all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

Section 3. Bonds, Insurance and Indemnification.

3.1. Bonds and Insurance. Fairburn shall ensure that its contractor or subcontractor for the construction for the DWM Improvements provides performance and payment bonds for 100% of the costs of the DWM Improvements. Such bonding requirement shall be included in the Project Agreement for the Project. Additionally, Fairburn shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to Fairburn issuing a notice to proceed for the construction of the DWM Improvements, Fairburn shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

3.2. Indemnification. Fairburn shall insert terms in the construction contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of Fairburn concerning or relating to the construction of the DWM Improvements.

3.3. Relevant Agreements. Fairburn shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

Section 4. Inspection and Maintenance of Records.

4.1. Inspection. Atlanta shall have the right to visit and inspect, monitor and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to Fairburn, and Fairburn shall immediately cause to remedy any such identified defects as directed by Atlanta. Fairburn agree to notify Atlanta when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to Fairburn prior to the final inspection.

4.2. Records. Fairburn, and the Project contractor, shall keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the

construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. Fairburn shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. Fairburn shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

Section 5. Facilities Maintenance, Acceptance and Dedication.

5.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, Fairburn will be responsible for the maintenance and operation of Atlanta's facilities until such time as the DWM Improvements are Final Accepted by Atlanta, in accordance with Section 5.

5.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, Fairburn shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

5.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements conditioned upon the following:

5.3.1. Fairburn completes the DWM Improvements in accordance with the DWM Improvements Plans.

5.3.2. Fairburn provides 1) certified as-built drawings of the completed DWM Improvements, as approved by Atlanta, such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld; 2) all construction is properly inspected and meets all applicable testing to the satisfaction of Atlanta; and 3) a two-year maintenance bond for all DWM Improvements is provided to Atlanta.

Section 6. Miscellaneous Provisions.

6.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

6.2. Binding Effect. This Agreement shall injure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

6.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.



6.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Fairburn:

To Atlanta:

JoAnn Macrina, P.E.
Commissioner
Department of Watershed Management
55 Trinity Avenue, S.W. – Suite 5400
Atlanta, GA 30303
Fax: 404-658-7194
Tel: 404-330-6081

With a copy to:

Atlanta City Attorney
Suite 4100, City Hall Tower
68 Mitchell Street, S.W.
Atlanta, GA 30303
Fax: 404-658-6894
Tel: 404-330-6400

6.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition on this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

6.7. Default and Termination. Notwithstanding the foregoing, if Fairburn defaults in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to Fairburn of such default (or if such default is not capable of being cured within thirty (30) days, Fairburn has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to Fairburn.

6.8. Time is and shall be of the essence in this Agreement.



IN WITNESS WHEREOF, Atlanta and Project Sponsors have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF FAIRBURN

By: _____ (SEAL)
MAYOR

Attest:
_____(seal)
Municipal Clerk

CITY OF ATLANTA

By: _____
MAYOR

Attest:
_____(seal)
Municipal Clerk

Recommended:

Commissioner, Dept. of Watershed Management

Approved as to Form:

Atlanta City Attorney

RCS# 233
4/21/14
2:11 PM

Atlanta City Council

CONSENT I

CONSENT AGENDA SECTION I: ALL ITEMS
EXCEPT 14-R-3377, 3379,3383
ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 5
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	NV Moore	Y Bond
Y Hall	Y Wan	Y Martin	NV Norwood
Y Young	NV Shook	Y Bottoms	Y Dickens
Y Winslow	Y Adrean	NV Sheperd	NV Mitchell

CONSENT I

+

		04-21-14
ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 14-O-1160	34. 14-R-3327	54. 14-R-3347
2. 14-O-1161	35. 14-R-3328	55. 14-R-3348
3. 14-O-1164	36. 14-R-3329	56. 14-R-3349
4. 14-O-1148	37. 14-R-3330	57. 14-R-3350
5. 14-O-1153	38. 14-R-3331	58. 14-R-3351
6. 14-O-1154	39. 14-R-3332	59. 14-R-3352
7. 14-O-1155	40. 14-R-3333	60. 14-R-3353
8. 14-O-1157	41. 14-R-3334	61. 14-R-3354
9. 14-O-1169	42. 14-R-3335	62. 14-R-3355
10. 14-O-1158	43. 14-R-3336	63. 14-R-3356
11. 14-O-1159	44. 14-R-3337	64. 14-R-3357
12. 14-R-3387	45. 14-R-3338	65. 14-R-3358
13. 14-R-3388	46. 14-R-3339	66. 14-R-3359
14. 14-R-3326	47. 14-R-3340	67. 14-R-3360
15. 14-R-3375	48. 14-R-3341	68. 14-R-3361
16. 14-R-3376	49. 14-R-3342	69. 14-R-3362
17. 14-R-3380	50. 14-R-3343	70. 14-R-3363
18. 14-R-3381	51. 14-R-3344	71. 14-R-3364
19. 14-R-3382	52. 14-R-3345	72. 14-R-3365
20. 14-R-3017	53. 14-R-3346	73. 14-R-3366
21. 14-R-3384		74. 14-R-3367
22. 14-R-3385		75. 14-R-3368
23. 14-R-3386		
24. 14-R-3390		
25. 14-R-3391		
26. 14-R-3392		
27. 14-R-3393		
28. 14-R-3369		
29. 14-R-3370		
30. 14-R-3371		
31. 14-R-3372		
32. 14-R-3373		
33. 14-R-3374		