

Coweta County Water & Sewerage Authority

Meeting Agenda

Wednesday, June 6, 2018

Board Room

Meeting Time: 9:00 A.M.

Approx

Time

Agenda Item

Presenter

9:00 a.m.

Call to order

Chairman Eric Smith

Approval of minutes from the May 1, 2018 meeting

Business

Service Award

Jay Boren

Update on Operations

Rick Jones

Update on Customer Care

Alan Sibley

Update on Information Technology

Alan Sibley

Monthly Report

Roger Dawson

Project Approvals

Roger Dawson

Budget Approval

Roger Dawson

Cline Road Agreement Approval

Jay Boren

DRIPS and Employee Assistance Programs

Jay Boren

Agenda Additions:

Executive Session

Litigation / Real Estate/ Personnel

Adjournment

Next Board Meeting Wednesday, July 11, 2018 at 9:00AM

**State of Georgia
County of Coweta**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COWETA COUNTY WATER & SEWERAGE AUTHORITY AND
COWETA COUNTY, GEORGIA FOR RADIO TOWER SPACE**

THIS AGREEMENT entered into the ____ day of _____, 2018, by and between COWETA COUNTY WATER & SEWERAGE AUTHORITY, a political subdivision of the State of Georgia (hereinafter "Authority") and COWETA COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County"), collectively referred to as "Parties."

RECITALS

WHEREAS, the Authority owns and operates the Coweta County Water System which serves as the potable water system for county residences and businesses (hereinafter "Water System"); and

WHEREAS, the County provides public safety communications throughout the incorporated and unincorporated areas of Coweta County; and

WHEREAS, the County owns and operates a public safety radio tower located on Cline Road in Moreland (hereinafter "Moreland Tower") for the purposes of operating its public safety radio communications; and

WHEREAS, the Authority desires to deploy and maintain an Automated Meter Infrastructure System (hereinafter "AMI System") in a portion of the county in furtherance of its operations.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing between the parties as set forth more fully below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

LEGAL AUTHORITY

The County and the Authority are authorized to enter into an intergovernmental agreement in accordance to the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

ARTICLE 2.

OBLIGATIONS OF THE COUNTY

2.1 Tower Space. The County shall provide the Authority up to fifteen (15) feet of vertical antenna space on the Moreland Tower for the installation of necessary antenna(s).

2.2 Equipment Space. The County shall provide the Authority a designated area consisting of approximately three (3) feet in width by three (3) feet in length and six (6) feet in height for the placement of an equipment cabinet necessary for the operation of the AMI System.

2.3 Access. The County shall provide the Authority with twenty-four hour, seven days a week access to the Moreland Tower for installation and maintenance.

ARTICLE 3.

OBLIGATIONS OF THE AUTHORITY

3.1 Installation & Maintenance. The Authority or its authorized contractor shall install and maintain the AMI System in accordance with the Scope of Work attached hereto as Exhibit

“A” on the Moreland Tower at no cost to the County. The Authority shall not perform any work or modify any equipment that is not part of the AMI System.

3.2 Tower Space. The Authority shall install the AMI System antenna, consisting of up to fifteen (15) feet, at approximately one hundred and forty (140) feet on the Moreland Tower.

3.3 Equipment Space. The Authority shall place the equipment cabinet consisting of approximately three (3) feet in width by three (3) feet in length by six (6) feet in height within the designated area approved by the County.

3.4 Interference. The Authority shall operate the AMI System in compliance with all Federal Communications Commission (“FCC”) requirements including those prohibiting interference to communications facilities of the County or other lessees or licensees of the Moreland Tower. In the event any after-installed Authority’s equipment causes such interference, and after the County has notified the Authority in writing of such interference, the Authority will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at the Authority’s option, powering down such equipment and later powering up to such equipment for intermittent testing. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

ARTICLE 4.

TERMINATION

Either party may terminate this Agreement with ninety (90) days written notice. Upon termination, the Authority shall be responsible for the removal of the AMI System within sixty (60) days at no cost to the County.

ARTICLE 5.

TERM

This Agreement shall become effective upon execution and shall remain in effect until September 30, 2023, and thereafter, shall be automatically renewed for up to four (4) additional five (5) year terms, unless terminated in accordance with Article 4.

ARTICLE 6.

MISCELLANEOUS

6.1 **Insurance.** Authority shall provide and maintain Commercial General Liability Insurance in an aggregate amount of Two Million and No/100 Dollars (\$2,000,000.00). The Authority may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Authority may maintain. Within thirty (30) days following the effective date of this Agreement, and prior to any entry at the Moreland Tower, the Authority shall provide the County with a certificate of insurance evidencing the coverage required by this Paragraph, which certificate of insurance shall provide that cancellation will not occur without at least 30 days prior written notice to County.

6.2 **Subrogation.** Authority and County hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

6.3 **Indemnity.** To the extent provided by law, Authority and County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and

expenses) (collectively “Losses”) arising from the indemnifying party’s breach of any term or condition of this Agreement or from the negligence or misconduct of the indemnifying party or its agents, employees or contractors in or about the Moreland Tower. The duties described in this Paragraph shall apply as of the effective date of this Agreement and survive the termination of this Agreement.

6.4 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

6.5 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective parties’ successors and permitted assignees.

6.6 Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The parties consent to the venue and jurisdiction of the Superior Court of Coweta County, Georgia.

6.7 Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.

6.8 No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted, nor shall a waiver by a party of any right hereunder at any given time be deemed a

waiver thereof for any other time.

6.9 Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

County:

County Administrator
Coweta County, Georgia
22 East Broad Street
Newnan, Georgia 30263

Authority:

CEO
Coweta County Water & Sewerage Authority
545 Corinth Road
Newnan, Georgia 30263

IN WITNESS WHEREOF, the County and Authority have executed this Agreement as of the date first above written.

COWETA COUNTY WATER & SEWERAGE
AUTHORITY

by:

Chairman

ATTEST:

[seal]

COWETA COUNTY, GEORGIA

by:

Chairman

ATTEST:

Clerk

[seal]

EXHIBIT “A” – SCOPE OF WORK

(Insert Data from WASA Contractor)