

STATE OF GEORGIA, COUNTY OF OCONEE:

INTERGOVERNMENTAL AGREEMENT BETWEEN OCONEE COUNTY, GEORGIA AND THE CITY OF WATKINSVILLE, GEORGIA REGARDING WATKINSVILLE SEWER EXTENSION

THIS AGREEMENT ("IGA"), FOR INSTALLATION OF SEWER MAIN AND ALLOCATION OF COSTS THEREOF, is made March \_\_ 2019 between OCONEE COUNTY, GEORGIA, a political subdivision of Georgia, acting through its duly elected Board of Commissioners ("County") and CITY OF WATKINSVILLE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia, acting through its Mayor and Council ("City").

WITNESSETH:

WHEREAS, City and County wish to enter a formal written agreement whereby the Oconee County Water Resources Department shall provide project management to construct the Watkinsville Sewer Extension within City and own/operate such as part of County's sewer system; and

WHEREAS, City is willing and authorized to allow such; and

WHEREAS, City has identified said project as part of the 2015 Special Purpose Local Option Sales Tax (SPLOST); and

WHEREAS, City is willing to pay for all necessary design, acquisition and construction associated with said project through SPLOST funds; and

WHEREAS, the presence of said sewer line will provide a benefit to residents of both City and County, since it will enhance availability of sanitary sewer and promote commercial development and thereby improve sales tax revenue and the tax base generally; and

WHEREAS, the public would benefit from the above-described arrangement, which promotes the public health, safety and welfare; and

WHEREAS, the Constitution of Georgia provides, in Art. IX, Sec. III, Par. I, subpar. (a), that any county of Georgia may contract for any period not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services or for the provision or separate use of facilities, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide, and City and County are each authorized to provide sewage collection systems, per Article IX, Section II, Paragraph III(a)(6) of the Georgia Constitution; and

WHEREAS, because the public would benefit from the above-described provision of services by County inside the City, this agreement serves the best interest of the public.

NOW, THEREFORE, for and in consideration of the premises herein and by virtue of the power and authority granted to County and City by virtue of Art. IX, Sec. III, Par. I of the 1983 Constitution, the following agreements and obligations are adopted and agreed to by both parties:

1. The foregoing recitals are true and correct and are made a part of this IGA as if fully set forth herein. This instrument shall constitute a binding, legal contract between the parties, per the authority granted by Art. IX, Sec. III, Par. I of the 1983 Constitution of Georgia. The Parties each covenant 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 reasonable implication.

2. County and City agree to the following:

City is planning new 8-inch diameter sanitary sewer lines throughout City as indicated on Exhibit A, attached. The project involves installation of 4,000 linear feet of new sewer line.

The majority of the alignment is within the roadway right of way in an area primarily of commercial development. There are four potential areas where jack-and-bore may be used to allow for roadway crossings. Most of the alignment is open and grassed with two locations where the alignment may be wooded. Topography along the alignment is typical for the Watkinsville area and is gently rolling. The right-of-way along the roads contains numerous underground and overhead utilities.

County shall obtain signed sewer easements from affected property owners so the design may be finalized. In exchange for the County's time to negotiate the easements and perform overall management of this project, the cost to acquire the sewer easements shall be borne by the City.

The County Water Resources Department shall provide project management for installation, including bidding and contracting, with all costs and expenses reasonably incurred by County for the installation of the sewer facilities reimbursed by the City through its SPLOST funds, at a total project cost not-to-exceed 15% \$1,400,000, unless approved in writing by the Watkinsville Mayor and Council. County shall issue an invoice to City on the first of each month after commencement of work on the Project, for an amount equal to costs for the Project accrued during the preceding month. City agrees to make such reimbursements within 30 days of written request for same from County.

The work for the Project shall be completed in the manner described in the worksheet attached hereto as Exhibit "A", which is made a part of this IGA as if fully set forth herein. County shall fully administer the Project, including the bidding and construction of the same, and enter into appropriate contracts for labor, equipment, materials, and services for the same, and supervise the Project. County shall cause all the work on the Project to be performed per applicable county, state, and federal laws, rules, and regulations and industry standards. City and County shall cooperate with each other in all respects necessary for the completion of the Project as described in this IGA.

County shall timely pay to contractors and vendors engaged, to provide labor, supplies, or equipment, or other services for the Project, the amounts charged by said contractors and vendors upon receipt of proper invoices therefrom. County shall maintain all records pertaining to the Project including, without limitation, bid documents, contracts with contractors and vendors, immigration compliance affidavits, invoices received from contractors and vendors, and records of payments made to contractors and vendors. County shall provide City with copies of any and all of such records upon the reasonable request of City. City shall have no responsibility for administering, contracting for, supervising, or performing any work on the Project, or for maintaining the resulting sewer main.

3. Work on the Project shall commence within 30 days after the effective date of this IGA and shall be completed within 24 months after the day the Project commences. County shall own and maintain the sewer main upon the completion of construction. (Note: Sewer line easements will be obtained by County as part of the negotiation for the easements).

4. County shall collect sewer fees for said services based on County fee schedule.

5. This Agreement shall commence upon its approval by the respective governing bodies of County and City and shall continue for a term of 24 months, subject to annual renewal, but in no event shall the term of this Contract exceed the term allowed for intergovernmental contracts by Art. IX, Sec. III, Par. I(a) of the 1983 Georgia Constitution. The agreement will be renewed for successive calendar year renewal terms unless City gives a nonrenewal notice. The current Starting Term or Renewal Term of the agreement will renew automatically on January 1 of each year for a Renewal Term, unless either party provides the other by October 1 of the year preceding such January 1, a Nonrenewal Notice. Notwithstanding the foregoing, the Term of the agreement will expire or terminate, as appropriate, prior to its stated term as of the first to occur of the following: (a) December 31 of the last year for which the agreement has been renewed pursuant to the terms hereof, or (b) the date of termination of the Agreement by County or City, if there occurs a default by a party hereunder.

Nothing in this agreement shall be construed to require either governing body to make any future appropriation of money to pay any amounts owing hereunder. Any change orders required for project shall be reviewed by City Engineer and approved in writing by City Administrator.

Any payments required to be made hereunder constitute current expenses, and any obligations hereunder are from year to year only and do not constitute a mandatory payment obligation in any ensuing calendar year beyond the current calendar year in contravention of OCGA 36-60-13, as amended. No provision hereof shall be constructed or interpreted as creating a general obligation or other indebtedness of City or County or the State of Georgia, within the meaning of any constitutional or statutory debt limitation. This agreement does not directly or indirectly obligate City or County to make any payments hereunder beyond those appropriated for the then current calendar year.

6. This agreement represents the entire agreement of the parties, and may be modified or amended only by agreement in writing. This agreement supersedes all prior discussions and agreements between the parties and contains the entire understanding between the parties. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement.

7. All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

(a) Oconee County Board of Commissioners, 23 N. Main Street, Watkinsville, GA 30677, Attn: Chairman

(b) Mayor and Council of the City of Watkinsville, 191 VFW Drive, Watkinsville, GA 30677, Attn: Mayor and Administrator

8. Except as expressly limited by this agreement, all rights given hereunder are in addition to and do not limit those provided at law or in equity. No failure to exercise any power under this agreement or to insist on strict compliance with any obligation herein, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance.

9. In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding 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 provision or portion never been a part hereof.

10. Time is and shall be of the essence in this agreement.

11. Each provision shall be construed as though all the parties participated equally in its drafting.

12. No course of previous dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain or vary any of its terms.

13. This agreement shall benefit and bind the parties and their heirs, executors, administrators, successors and assigns.

14. The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this IGA.

15. This IGA may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this IGA to be executed under seals as of the day and year first above written.



OCONEE COUNTY BOARD OF COMMISSIONERS

By: John Daniels

Chairman

Attest: Betty Hayes

County Clerk

CITY OF WATKINSVILLE, GEORGIA

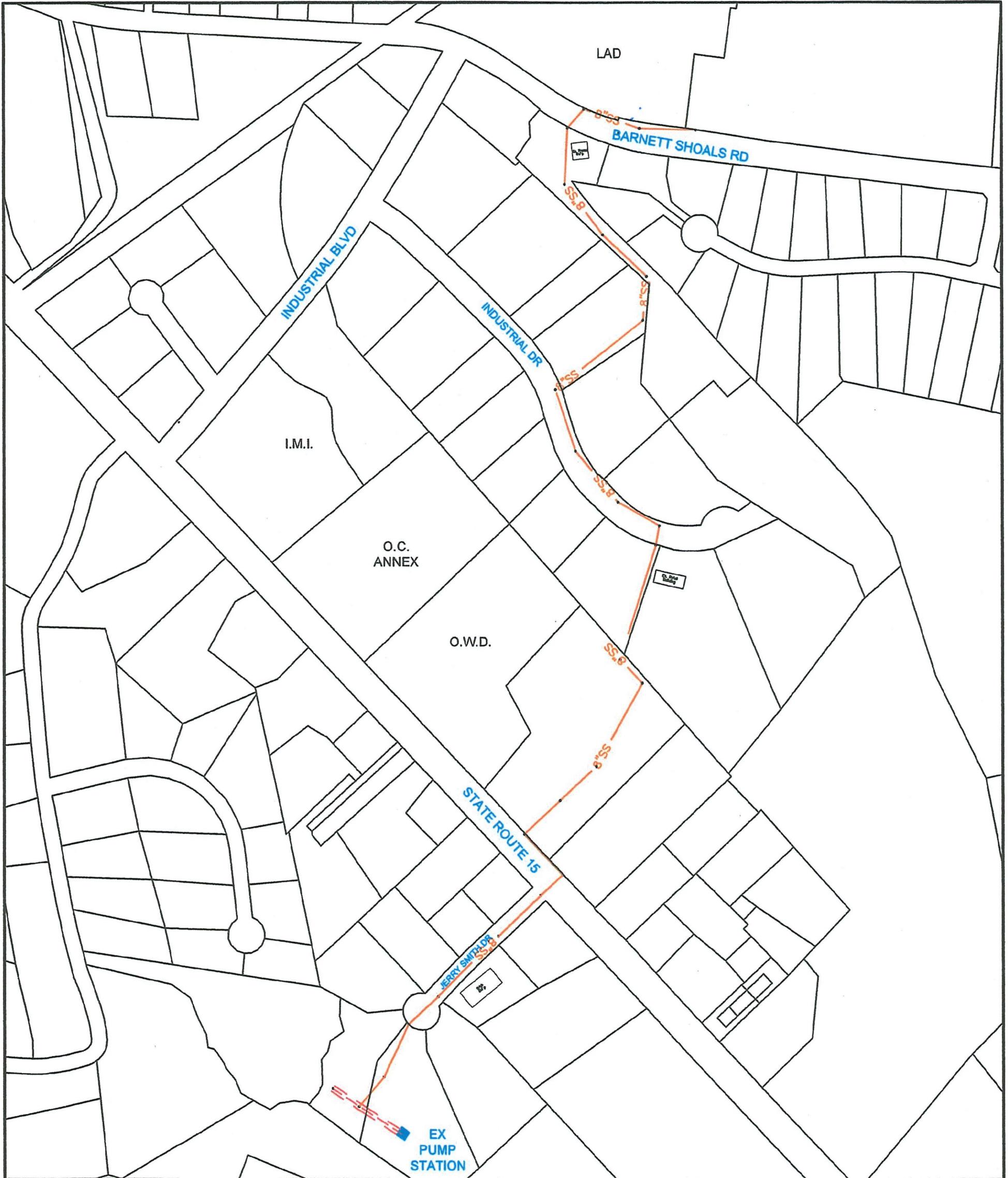
By: Mayor Dan Klein

Mayor

Attest: Julie A. Sanders

City Clerk

Exhibit "A": Plans for 8-inch Sewer Lines; Project Worksheet



Carter Engineering Consultants, Inc.  
 3651 Mars Hill Rd  
 Suite 2000  
 Watkinsville, GA 30677  
 P: 770.725.1200  
 www.carterengineering.net

# EXHIBIT A

**SPLOST SEWER LINE A**  
**WATKINSVILLE, GA**  
**SCALE: 1"=400'**  
**DATE: 02/12/2019**



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# WATKINSVILLE SEWER LINE A WORKSHEET

8" GRAVITY SEWER PIPE	4,000 L.F.
PRE-CAST CONCRETE MANHOLES	25 MIN
JACK AND BORE WITH 16" STEEL CASING	250 L.F.
REMOVE AND REPLACE ASPHALT PAVING	210 S.Y.
REMOVE AND REPLACE CURB AND GUTTER	40 L.F.
EROSION CONTROL & STABILIZATION	3.5 AC
TRAFFIC CONTROL	1
MOBILIZATION	1