

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between COBB COUNTY ("the County") and the CITY OF SMYRNA (the "City"), pursuant to Ga. Const. Art. 9, § III; ¶1.

WITNESSETH:

WHEREAS, the County is a duly constituted and functioning political subdivision of the state of Georgia with full authority to enter into the within Agreement with the City of Smyrna; and

WHEREAS, the City is a duly constituted and functioning municipal corporation of the State of Georgia with full authority to enter into the within Agreement with the County; and

WHEREAS, both parties have each adopted resolutions authorizing the execution of this Agreement and performance of all obligations set forth herein; and

WHEREAS, on June 11, 2014, the State of Georgia Department of Natural Resources Environmental Protection Division authorized Cobb County to discharge stormwater under the National Pollutant Discharge Elimination System (NPDES), discharges from the County’s Municipal Separate Storm Sewer System (MS4) under Phase 1 Large MS4; NPDES permit No. GASOOO108 (“the County Permit”).

WHEREAS, the County Permit was issued and effective as of June 11, 2014, and expires on midnight June 10, 2019 (“Permit Cycle”).

WHEREAS on June 11, 2014 , the State of Georgia Department of Natural Resources Environmental Protection Division (“GAEPD”) authorized the **CITY of SMYRNA** to discharge stormwater under the National Pollutant Discharge Elimination System (NPDES), discharges from the City’s Municipal Separate Storm Sewer System (MS4) under Phase 1 Large MS4; NPDES Permit No. GAS000132 (“the City Permit”).

WHEREAS Section 3.2 (“Sharing Responsibility”) of the permits states in part that:

...The permittee (i.e. the City) may share implementation of one of more of the SWMP components with another entity (Cobb County), or the entity (Cobb County) may assume full responsibility for the component. However the permittee (City) may rely on another entity only if: ...The other entity agrees to implement the component on the permittee’s behalf through a written agreement, memorandum of understanding, memorandum of agreement, contract, or other signed document that establishes the obligation of each party....Written acceptance of this obligation is mandatory and must be maintained as a part of the

SWMP....If the other entity (Cobb County) fails to implement the component on the permittee's behalf the permittee (City) remains liable for any enforcement actions due to the failure to implement and/or report.

WHEREAS the County has for many years offered, and is willing to continue offering during the Permit Cycle, the following County-wide programs to citizens residing in both unincorporated and incorporated areas of the County:

- Public Education seminars and workshops
- Recycling and Household Waste Collection Programs
- "Amnesty Day" household waste collections
- I& I sewer line inspections and sewer easement maintenance programs that cross jurisdictional boundaries.
- CMOM program where it crosses jurisdictional boundaries
- Sanitary Sewer Line Inventory and Asset Management program where it crosses jurisdictional boundaries.
- Data collection from the county-funded network of 14 USGS streamflow, stage and precipitation gaging stations
- County-wide Floodplain Map updates
- Keep Cobb Beautiful (Scope of KCB's participation as defined by separate contract(s))

WHEREAS the County has collected, and continues to collect, water quality data at:

- Stream Monitoring Stations listed in Exhibit "A", attached to and made a part of this Agreement

WHEREAS in the past, upon request by the City, the County has made available to the City various water quality data collected within the City's jurisdictional boundaries, which the City has, at their discretion, incorporated into their Annual NPDES submittal to GAEPD

NOW THEREFORE, in consideration of the foregoing recitals, the County is willing to continue performing the services described above for the current Permit Cycle, subject to the execution of this Intergovernmental Agreement by the parties, and in accordance with the terms as set forth below:

1. The City would be and remain responsible for:
 - Obtaining the stream flow monitoring data from the County. During the Permit Cycle, annual stream monitoring information shall be available to the City from the County, by May 15th of each year.
 - Assessments made and conclusions drawn from the water quality data furnished by the County
 - Tracking down local source(s) of a pollutant. County and City will continue to cooperate to track down sources of major spills on shared common major waterways in the respective MS4's.).

- Developing programs and action plans in response to identified problems
 - Implementing TMDL Plans and/or BMP's devised to mitigate pollutants and 'delist' segments identified in the City on the 303(d) list of impacted streams
 - Stormwater Drainage Structure Inventories
2. Time is of the essence of this Agreement.
 3. This Agreement and the rights and parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
 4. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
 5. All agreements, covenants, certifications, representations, and warranties made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.
 6. This Agreement may be executed in several counterparts, each of which shall be an original, and all off which shall constitute but one and the same instrument.
 7. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and the County.
 8. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City, and the County respectively, at the addresses shown below or at such other addresses as may be furnished by the City, or the County in writing from time to time

City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

Cobb County
100 Cherokee St.
Marietta, GA 30090

Deborah Dance, Esq.
County Attorney

100 Cherokee St.
Marietta, GA 30090

9. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the dates set forth below.

This ____ day of _____, 2016.

CITY OF SMYRNA, GEORGIA

Mayor

COBB COUNTY, GEORGIA

By:

Timothy Lee, Chairman, Board of Commissioners

Attest:

EXHIBIT A

(see attachment)