

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into this 7th day of JANUARY, 2020 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia ("Walton") and **OCONEE COUNTY, GEORGIA**, a political subdivision of the state of Georgia ("Oconee").

BACKGROUND

WHEREAS, Walton and Oconee desire to outline the terms and conditions upon which Walton shall modify its existing pump station located off of Highway 78 to allow for water to be pumped in either direction between Walton County, Georgia and Oconee County, Georgia;

NOW THEREFORE, in consideration of the benefits to be realized from the obligations hereinafter set forth, Walton and Oconee have entered into this Memorandum of Understanding and agree as follows:

Section 1. The Project. Walton County agrees to modify its existing pump station located off of Highway 78 in order that water can be pumped in either direction between Walton County, Georgia and Oconee County, Georgia (the "Project"). Walton and Oconee each hereby agree to pay fifty percent (50%) of the Project's costs. Currently, the Project's estimated costs are not expected to exceed Sixty Thousand and No/100ths Dollars (\$60,000.00).

Section 2. Project Reimbursement. Walton shall send Oconee periodic invoices for reimbursement of Oconee's share of the Project's costs.

Section 3. Project Ownership and Maintenance. Following completion of the Project, all title and ownership in the Project shall vest in Walton. Walton and Oconee shall share future annual operation and maintenance costs including, but not limited to, power, pump repairs and operating costs on a prorated basis based on the total water purchased by each party in a given year. For example, if Walton buys 80% of the water in a given year, then Walton would be responsible for 80% of that year's operation and maintenance costs. The parties further agree that no less than annually, the Project's meters shall be calibrated to ensure accurate readings, and the parties agree to equally share in the costs of such annual calibration.

Section 4. Project Oversight. Walton shall be responsible for overseeing and making all appropriate arrangements for construction of the Project. Walton hereby agrees to provide Oconee with copies of any and all engineering plans or drawings related to the Project, and further agrees to keep Oconee reasonably apprised of the Project's status until the Project is complete.

Section 5. Entire Agreement. This Memorandum embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the

subject matter hereof, which are not expressly set forth herein. This Memorandum may be amended only by a written instrument executed by both Walton and Oconee.

Section 6. Headings. The captions and headings used in this Memorandum are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Memorandum.

Section 7. Governing Law. This Memorandum has been entered into and shall be governed, construed and interpreted pursuant to an in accordance with the laws of the State of Georgia.

Section 8. Severability. Any term or provision of this Memorandum which is proven to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other term or provision hereof.

Section 9. Counterparts. This Memorandum 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.

The signature pages follow this page.

IN WITNESS WHEREOF, Walton and Oconee have caused this Memorandum of Understanding to be duly executed as of the Effective Date.

WALTON:

WALTON COUNTY, GEORGIA, a political subdivision of the state of Georgia



By: Kevin W. Little
Name: KEVIN W. LITTLE
Title: CHAIRMAN

Attest: Leta P. Talbird
Name: LETA P. TALBIRD
Title: COUNTY CLERK

OCONEE:

OCONEE COUNTY, GEORGIA, a political subdivision of the state of Georgia



By: John Daniell
Name: John Daniell
Title: Chairman

Attest: Kathy Hayes
Name: Kathy Hayes
Title: County Clerk