
MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AND

FULTON COUNTY

Dated _____

This Memorandum of Agreement (hereinafter "Memorandum") for the WaterFirst Program is made and entered into effective JANUARY 1, 2021, by and between the Georgia Environmental Finance Authority (hereinafter "GEFA") and FULTON COUNTY (hereinafter "Designee") (each a "Party" and collectively the "Parties"). All Parties agree to enter into this cooperative arrangement to maintain the Designee as a WaterFirst Community for a five-year period.

ARTICLE I

Benefits and Activities

The benefits associated with the WaterFirst Community designation are listed below. The Parties intend to explore opportunities under each benefit.

1. Five years of resources, tools, and support provided by GEFA to help meet water management goals.
2. Statewide recognition for being environmental stewards.
 - Listed on GEFA's website.
 - Listed on WaterFirst outreach fliers.
 - Listed on WaterFirst presentations.
 - Provided two road signs and authorization to use the WaterFirst logo and brand.
3. Access to WaterFirst peer network and resources.
4. Invitation to workshops addressing critical water stewardship issues.
5. A 1 percent interest rate reduction on GEFA loans.
6. Annual eligibility for Georgia Department of Community Affairs Community Development Block Grants for water-related projects.
7. Priority for 319(h) grant funding administered by the Georgia Environmental Protection Division.

ARTICLE II

WaterFirst Community Responsibilities

The Designee agrees to the following responsibilities to remain in good standing and to retain its WaterFirst Community designation:

1. Continue achieving environmental excellence in all areas of water resource management.
2. Enhance effective maintenance practices.
3. Improve customer service.
4. Participate in a WaterFirst Program peer review.

5. Provide support and encourage staff participation in at least one WaterFirst function during the five-year term.
6. Notify GEFA of any water permit violations levied against the Designee.
7. Maintain eligibility as a qualified local government by having an approved Comprehensive Plan and Service Delivery Strategy.
8. Continue to reduce sanitary sewer overflows by utilizing innovative best practices and being a leader in comprehensive inflow and infiltration reduction programs.
9. Enhance collection system pumping infrastructure with standardized information controls and uniform operation methods and procedures utilizing real time flow measurements and modeling.
10. Improve customer service management systems to better communicate with internal service teams and provide real time information to the GIS system to map water and sewer infrastructure to assist with condition analysis and capital improvement programming.

ARTICLE III Amendments

This Memorandum represents the entire agreement between the Parties. An amendment can be added to this Memorandum if it is presented in writing and signed by all Parties.

ARTICLE IV Name and WaterFirst Community Logo/Banner/Pins or Similar Items

GEFA agrees to allow the use of the WaterFirst Program logo and brand items by the Designee on/for any WaterFirst Program activities, grant applications, and related activities. The Designee acknowledges receipt of the WaterFirst Program logo and brand items and any additional products and agrees to use these items only for activities related to, or affected by, the WaterFirst Program.

ARTICLE V Term and Termination

The Memorandum is effective as dated above and expires DECEMBER 31, 2025. GEFA has the authority to terminate this agreement if the Designee does not maintain compliance with program requirements, or if the Designee falls out of compliance with its Georgia Environmental Protection Division permits. The Designee will receive a written notice that its designation has been rescinded and GEFA will apply the standard interest rate upon any new loan agreement subsequent to the termination. In this

eventuality, the Designee agrees to discontinue using the logo and remove the WaterFirst signs.

This Memorandum constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels, and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the date first written above.

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Attest

By: _____

By: _____

Print Name: _____

Title: _____

FULTON COUNTY

Attest

By: _____

By: _____

Print Name: _____

Title: _____