

**STATE OF GEORGIA
COUNTY OF CLAYTON**

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**MOU**”), by and between **CLAYTON COUNTY WATER AUTHORITY**, (the “**Authority**”), a public body corporate and politic of the State of Georgia, and the **CITY OF FOREST PARK** (the “**City**”), a municipal corporation of the State of Georgia, is made and entered into this _____ day of _____, 2021. The City and the Authority may herein be referred to individually as “Party” or collectively as the “Parties.”

WHEREAS, the Authority has entered, or is about to enter, into a contract with an experienced and qualified contractor (“**Contractor**”) to recondition five (5) ground storage tanks, three (3) of which are located at 1101 Forest Avenue, Forest Park, Georgia (“Forest Avenue Tanks”); and

WHEREAS, the City desires to utilize the Authority’s contractor to paint its city logo, as depicted on **Exhibit A** attached hereto and incorporated by reference herein, on one (1) of the three (3) Forest Avenue Tanks; and

WHEREAS, the Authority and the City desire to document the terms and general understandings reached with respect to Contractor’s work, payment, and matters related thereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the parties above hereby agree to the following terms and conditions:

1. AUTHORITY’S RESPONSIBILITIES.

1.1 The Authority shall cause its Contractor to paint the City’s logo on Forest Avenue Tank #2 (“**Project**”) in conformance with the design depicted on Exhibit A; provided, however, that the Authority makes no representations or warranties regarding the color of the design.

1.2 The Authority shall provide the City with a copy of Contractor’s proposed design layout for review and approval prior to notifying Contractor to proceed with the Project.

1.3 The Authority shall inspect the Project as it is completed by Contractor, and if the Authority determines it has been satisfactorily completed in accordance with the requirements herein, the Authority shall accept Contractor’s work and compensate Contractor on behalf of the City. After payment has been issued to Contractor, the Authority shall submit a copy of the paid invoice to the City for reimbursement.

2. CITY'S RESPONSIBILITIES. In exchange for the services provided by the Authority and its Contractor:

2.1 The City shall promptly review Contractor's proposed design layout and notify the Authority in writing of its approval or if any changes are requested to the layout. The City acknowledges and agrees that such review shall be its only opportunity to request alterations or modifications to the Project and that the Authority has the sole discretion and authority to inspect and accept Contractor's work thereafter.

2.2 The City agrees to reimburse the Authority for all labor, equipment, materials and any incidental costs which are necessary for the Project. Such costs shall not exceed \$14,000.00, unless otherwise authorized by the City in writing. The City shall promptly render payment to the Authority within fifteen (15) days after being presented with Contractor's invoice by the Authority.

3. TERM. This MOU shall be effective as of the day of execution by the parties and shall continue in full force and effect for the duration of the Project, not to exceed a term of one (1) year from the date of execution.

4. TERMINATION FOR CONVENIENCE. Either Party may at any time by written notice terminate all or any part of this MOU for convenience. If this MOU is terminated, in whole or in part, for the City's convenience, the Authority shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost incurred by the Authority for the actual labor, equipment, materials and incidental costs of its Contractor to perform the work under this MOU to the effective date of termination

5. NON-WAIVER. The failure by either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this MOU.

6. SEVERABILITY. If any provision of this MOU is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the MOU, which shall remain in full force and effect, and enforceable in accordance with its terms.

7. AMENDMENTS. Any and all modifications or changes to this MOU must be in writing and signed by the parties to this MOU.

8. NOTICES. All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally, via e-mail, or sent by United States certified or registered mail addressed to the City or the Authority, as the case may be, with postage thereon fully prepaid. The effective time shall be at the time of mailing.

9. GOVERNING LAW. This MOU and all transactions contemplated by this MOU contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this MOU which are not fully expressed herein.

10. COUNTERPARTS AND ELECTRONIC SIGNATURES. This MOU may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

[Signatures on Following Page]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

CITY OF FOREST PARK

By: _____
Name: _____
Title: General Manager

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name: _____
Title: _____
Date: _____

[Seal]

[Seal]

EXHIBIT A

