

**AGREEMENT BETWEEN FORSYTH COUNTY, GWINNETT COUNTY, HALL
COUNTY, AND THE CITY OF GAINESVILLE
MEMORIALIZING THEIR RESPONSIBILITIES
AS PART OF THE UPPER CHATTAHOOCHEE BASIN GROUP**

THIS AGREEMENT, entered into as of the ___ day of ____, 2024 by and between, Forsyth County, Georgia ("Forsyth"), City of Gainesville, Georgia ("Gainesville"), Gwinnett County, Georgia ("Gwinnett"), Hall County, Georgia ("Hall") (collectively "the Parties") to continue the work of the Upper Chattahoochee Basin Group.

WITNESSETH:

WHEREAS, the above-referenced stakeholders have cooperated for more than thirty (30) years on water quality and other issues related to Lake Lanier under the group title of "Upper Chattahoochee Basin Group (UCBG); and

WHEREAS, in the Parties have a continued interest in continuing these joint efforts; and

WHEREAS, previous Agreements regarding the UCBG are completed and/or expired.

NOW, THEREFORE, based upon the exchange of good and valuable consideration, the receipt and sufficiency of which are acknowledged via the signatures blow, the Parties agree as follows:

SECTION 1 - Members of UCBG

The Parties are members of UCBG. Governmental agencies, non-profit groups, companies, and individuals with an interest in Lake Lanier can be members of UCBG, but becoming a Steering Committee member requires that this Agreement be amended.

SECTION 2 - UCBG Steering Committee

The UCBG Steering Committee will be comprised of the following persons or their designees. The specific person to be on the Steering Committee representing their respective jurisdiction shall be identified via an email to the other Steering Committee members.

- Forsyth County Director of Water and Sewer
- Gwinnett County Water Resources Director
- Hall County Director of Public Works and Utilities
- City of Gainesville Water Resources Director

SECTION 3 - Responsibilities of the Steering Committee

The Steering Committee shall have the following responsibilities:

- A. Coordinate activities of the UCBG.
- B. Schedule, call, and lead periodic meetings of the UCBG.
- C. Communicate with members about the activities of UCBG.
- D. Manage the scope, schedule and budget of any work by others that UCBG undertakes.

SECTION 4 - UCBG Activities

The University of North Georgia (UNG) will conduct water quality sampling and analyses at Lake Lanier sites designated by the Steering Committee. UNG will compile this data in a database and an annual report suitable to the Steering Committee. UNG will provide the annual report, and present this information at one or more virtual or in person meetings by December 31st each year.

SECTION 5 - Administration of Funds

Forsyth County is designated as the Funding Administrator. Forsyth County will receive, administer, account for, and disburse the funds contributed by the Parties to fund the UCBG. Specifically, the Funding Administrator agrees to do and perform the following:

- A. To receive payments due from each UCBG Party by July 31st annually;
- B. To administer and account for the funds according to generally accepted accounting principles and as required by the laws of the State of Georgia for the management of public funds;
- C. To receive UNG's invoices and distribute the invoices to the Steering Committee for review;
- D. To release payment to UNG annually through two installments as approved by the Steering Committee. These two installments of \$25,000 will be distributed by July 31st and January 31st annually for work completed between July 1st and June 30th;

SECTION 6 - Contribution of Funds

The Steering Committee agrees that each Party will contribute \$12,500/year to fund UCBG initiatives, for a total of \$50,000 each year.

SECTION 7 - Term

This Agreement shall become effective upon the execution hereof by all Parties to this amended agreement and shall continue in full force until December 31, 2028.

SECTION 8 - Termination

Should any Steering Committee member at any time fail to take any action or make any response required hereunder in a timely manner, then the other Steering Committee members shall be entitled to act with regard to any such matter, notwithstanding such nonparticipation; provided, however, that the failure of a Steering Committee member so to act or respond shall not affect that Steering Committee Member's right to act or respond as to future matters, nor that Steering Committee member's obligation to contribute its allotted share of the funding.

SECTION 9 - Indemnification

- A. UNG's contract(s) shall contain the following wording: UNG shall agree to indemnify the Steering Committee members and their corresponding local government entities, from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by UNG or its employees, affiliated corporations, officers, and subcontractors.
- B. The Parties agree that any claims, damages, losses, and costs, including, but not limited

to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, caused solely by the negligence or willful misconduct of that respective Party's Steering Committee member shall be the exclusive liability of the Party on whose behalf the Steering Committee member is acting.

- C. If the *joint* negligence or joint misconduct of the Steering Committee members (or a person identified above for whom each is liable) is a cause of damage or injury, the loss, cost, or expense shall be shared between those Parties on whose behalf the Steering Committee member(s) were acting.
- D. Nothing in this agreement shall constitute a waiver by Parties or UNG of any defense that would be available to them under Federal or State law.

SECTION 10 - Counterparts

This Agreement may be executed in one or more counterparts. All such counterparts shall be construed as one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this amended agreement by and through their duly authorized representatives as of the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman

ATTEST: _____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM: _____
William J. Linkous III, County Attorney

FORSYTH COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

Attest: _____

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman

Date Signed: _____

Attest: _____ (Seal)
County Clerk/Deputy County Clerk

Approved as to Form: _____
County Attorney

CITY OF GAINESVILLE, GEORGIA

By: _____
W. Samuel Couvillon, Mayor

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM: _____
Abbott S. Hayes Jr., City Attorney