

**MEMORANDUM OF AGREEMENT
OCONEE COUNTY
CDBG (ANNUAL COMPETITION)
APPLICATION PREPARATION / PROCUREMENT / ADMINISTRATION**

This Agreement made and entered into this 5th day of December, 2018 by and between the Northeast Georgia Regional Commission, with place of business at 305 Research Drive, Athens, GA 30605-2795 (hereinafter "NEGRC") and Oconee County (hereinafter "LOCAL GOVERNMENT") with place of business at 23 N Main Street Watkinsville, GA 30677.

Witnesseth:

The LOCAL GOVERNMENT agrees to engage the NEGRC and the NEGRC hereby agrees to provide application and administrative services in connection with Community Development Block Grant project Oconee County Senior Center Expansion (hereinafter "CDBG Oconee Senior") for the LOCAL GOVERNMENT as described in Attachment A.

Term: The term of this Agreement shall commence upon execution and shall continue until December 31, 2022.

Scope of Services: The NEGRC shall perform the work and services according to the specifications and schedules set forth in Attachment A.

Compensation: The LOCAL GOVERNMENT agrees to pay the NEGRC \$2,000 for preparing and submitting CDBG application, and up to \$37,500 or 5% of the grant amount for providing administrative services described in Attachment A. The LOCAL GOVERNMENT will be invoiced quarterly, or as appropriate, by the NEGRC for services rendered.

Changes in the work: Changes to the work shall be authorized in writing by the Chief Elected Official, accepted by the NEGRC, and describing, as necessary, the revised scope of work, specifications, schedule, deliverables, and compensation. The provision of this Agreement shall apply to all such revisions.

Independent Contractor: It is agreed that the NEGRC's services are made available to the LOCAL GOVERNMENT on the basis that the NEGRC will retain its independent professional status and that the NEGRC's relationship with the LOCAL GOVERNMENT is that of an independent contractor and not that of an employee. The NEGRC shall be solely responsible for the payment of compensation to its employees earned in connection with the subject matter of this Agreement and for the payment of all necessary taxes including withholding taxes.

Subcontractors: The NEGRC is authorized to employ, engage, or retain the services of any agents or subcontractors which it may deem proper and necessary provided that the NEGRC shall remain responsible for all work described herein.

Ownership of Work Product: Unless stated otherwise in work orders or writings, after payment in full of the NEGRC's compensation, the LOCAL GOVERNMENT shall be assumed to own all work products developed hereunder. The NEGRC retains the right to include work product as part its portfolio.

Termination: This Agreement may be terminated by either party at any time by written notice at least thirty (30) days in advance of the desired termination date. Upon termination, the LOCAL GOVERNMENT shall pay the NEGRC for all reasonable time and expenses incurred to date whereupon the NEGRC shall furnish to the LOCAL GOVERNMENT all work products completed to date.

Assignment: This Agreement shall not be assigned without the advance written consent of both parties.

Severability and Reformation: Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Agreement: This Agreement, including the Attachments identified above, constitutes the entire Agreement between the parties and supersedes all prior written and oral understandings between them. This Agreement may not be amended in

any respect other than by written instrument signed by both parties. This Agreement also includes the Attachments attached hereto and make a part hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in two (2) or more copies each of which shall be deemed to be an original and which is effective as of the day and year first above written.

Acting for and on behalf of:
Northeast Georgia Regional Commission
305 Research Drive
Athens, Georgia 30605-2795

James R. Dove
Executive Director,
Northeast Georgia Regional Commission

Witness:

Date:

12/5/18

Acting for and on behalf of:
Oconee County
23 N Main Street
Watkinsville, GA 30677

John Darrell
Chairman,
Oconee County

Witness:

Date:

December 5, 2018

Acting for and on behalf of:
Northeast Georgia Regional Commission
305 Research Drive
Athens, Georgia 30605-2795

Jerry Roseberry
Chairperson,
Northeast Georgia Regional Commission

Witness:

Date:

12-6-18



ATTACHMENT A

MEMORANDUM OF AGREEMENT CDBG (ANNUAL COMPETITION) APPLICATION PREPARATION / PROCUREMENT / ADMINISTRATION

Scope of Project:

- A. **LOCAL GOVERNMENT's Responsibilities:** The LOCAL GOVERNMENT shall:
1. Promptly furnish to the NEGRC data and information requested by the NEGRC that is needed for rendering of services hereunder. The LOCAL GOVERNMENT shall provide to the NEGRC all such information as is available to the LOCAL GOVERNMENT and the LOCAL GOVERNMENT's consultants and contractors, and the NEGRC shall be entitled to rely upon the accuracy and completeness thereof. The LOCAL GOVERNMENT recognizes that it is impossible for the NEGRC to assure the accuracy, completeness and sufficiency of information provided to the NEGRC by the LOCAL GOVERNMENT or third parties.
 2. When applicable, appoint relevant staff and officials to participate in a Project Committee and any subcommittee thereof. The LOCAL GOVERNMENT shall ensure attendance and participation of staff and officials and provide information to the NEGRC to satisfy the Georgia Department of Community Affairs (DCA) and U.S. Department of Housing and Urban Development (HUD) program requirements.
 3. Designate a person (or persons) to act as the LOCAL GOVERNMENT's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the LOCAL GOVERNMENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the NEGRC's services.
 4. Respond to inquiries by NEGRC staff regarding CDBG Oconee Senior in a timely manner, not to exceed five (5) business days.
 5. Execute applicable documents regarding CDBG Oconee Senior as required by DCA or HUD.
 6. Provide adequate meeting space as requested by the NEGRC for meetings and public hearings.
 7. Comply with any and all reporting measures required by DCA and HUD, with assistance provided by the NEGRC.
- B. **NEGRC's Responsibilities:** The NEGRC shall:
1. Coordinate CDBG Oconee Senior activities in compliance with the applicable CDBG Applicants' and Recipients' manuals, including all applicable laws and regulations referenced in the manuals, as well as directives issued by DCA or HUD.
 2. When applicable, facilitate the project committee or any subcommittee thereof, to be composed of staff and officials appointed by the LOCAL GOVERNMENT.
 3. Utilize applicable CDBG Applicants' and Recipients' manuals in the administration of CDBG Oconee Senior to ensure that it meets the requirements set forth in the CDBG Applicants' and Recipients' manuals.
 4. Conduct at least two (2) public hearings on behalf of the LOCAL GOVERNMENT and offer other opportunities for public participation during the administration of CDBG Oconee Senior. The NEGRC will be responsible for the advertisement to be published in the county legal organ prior to the scheduled hearings.
 5. Designate a person (or persons) to act as the NEGRC's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the NEGRC's policies and decisions with respect to materials, equipment, elements and systems pertinent to this Agreement.
 6. Respond to inquiries by the LOCAL GOVERNMENT regarding CDBG Oconee Senior in a timely manner, not to exceed five (5) business days.
 7. Assist the LOCAL GOVERNMENT with compliance with any and all reporting and reimbursement measures required by DCA and HUD, to the extent that LOCAL GOVERNMENT cooperation allows.

ATTACHMENT B

MEMORANDUM OF AGREEMENT Oconee COUNTY CDBG (ANNUAL COMPETITION) APPLICATION PREPARATION / PROCUREMENT / ADMINISTRATION

The following project implementation schedule is provided as a general guide if CDBG funds are awarded. Tasks will be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment A. All services required hereunder shall be completed on or before December 31, 2022, except in the event that a change in grant award period is approved by DCA.

Activity	Estimated Date of Completion	Responsible Party
Application Development	October 2018-April 1 st 2019	NEGRC, LOCAL GOVERNMENT
Architectural Procurement	December 2018	NEGRC, LOCAL GOVERNMENT
Preliminary Architectural Report	January 2018	Project Architect
Environmental review (ERR)	January – February 2019	NEGRC
Pre-application public hearing	January, 2019	NEGRC, LOCAL GOVERNMENT
Application submission	April 1, 2019	NEGRC
Receipt of Award Docs	November, 2019	NEGRC, LOCAL GOVERNMENT
Post-Award Public Hearing	December, 2019	NEGRC
Clearance of Special Conditions	February, 2020	NEGRC
Architectural design	April, 2020	Project Architect
Bidding & contract award	June, 2020	Project Architect, NEGRC
Pre-Construction Meeting	July, 2021	Project Architect, NEGRC
Construction	October 2020-Nov. 2021	Project Architect, Contractor
Closeout Public Hearing	December 2021	NEGRC
Reporting and project closeout	January 2022	NEGRC