

Area Agency on Aging
Planning & Government Services
Workforce Development



305 Research Drive
Athens, GA 30605-2795
Phone 706.369.5650
Burke Walker, Executive Director

October 1, 2019



The Honorable John Daniell
Oconee County Board of Commissioners
23 North Main Street
Watkinsville, GA 30677

Dear Chairman Daniell:

I received your written request of September 27, 2019 for NEGRRC project assistance in developing a 2020 Community Development Block Grant (CDBG) application and, if awarded, to administer the CDBG grant. This application will seek funding to support an expansion to the Oconee County Senior Center from the Georgia Department of Community Affairs (DCA).

This request falls under our Planning and Government Services Division (PGS) under the direction of Eva Kennedy. Monica Sagastizado, NEGRRC Project Specialist, will work directly with County staff in developing the grant application. The NEGRRC will also attend a DCA CDBG Applicants' Workshop on the County's behalf, as required by DCA. The fee for developing the re-application is \$1,500 that will be invoiced upon the application's submission. After receiving a funding award notice, the NEGRRC will provide grant administration services to the County through the project's completion. A Memorandum of Agreement (MoA) detailing these arrangements is attached for your signature, as required of CDBG procurement.

As always, it is a pleasure to assist Oconee County through this office. Please call if we can be of further assistance.

Sincerely,

Burke Walker
Executive Director

EK:ac

c. Eva Kennedy, NEGRRC

MEMORANDUM OF AGREEMENT
OCONEE COUNTY
CDBG (ANNUAL COMPETITION)
APPLICATION PREPARTION / PROCURMENT / ADMINISTRATION

This Agreement made and entered into this _____ day of _____, 20__ 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, with place of business at 23 N Main Street Watkinsville, GA 30677 (hereinafter "LOCAL GOVERNMENT").

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 Center") for the LOCAL GOVERNMENT as described below:

1. **Term**: The term of this Agreement shall commence upon execution and shall continue until December 31, 2023
2. **Scope of Services**:
 - a. **LOCAL GOVERNMENT's Responsibilities**: The LOCAL GOVERNMENT shall:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Respond to inquiries by NEGRC staff regarding CDBG Oconee Senior Center in a timely manner, not to exceed five (5) business days.
 - v. Execute applicable documents regarding CDBG Oconee Senior Center as required by DCA or HUD.
 - vi. Provide adequate meeting space for meetings and public hearings, as requested by the NEGRC, and arrange for publication of all required advertisements (the LOCAL GOVERNMENT will be responsible for the advertisement to be published in the county legal organ prior to all scheduled hearings).
 - vii. Comply with any and all reporting measures required by DCA and HUD, with assistance provided by the NEGRC.
 - viii. Perform all work and services according to the specifications and schedules set forth in **Attachment A**.
 - b. **NEGRC's Responsibilities**: The NEGRC shall:
 - i. Coordinate CDBG Oconee Senior Center 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.
 - ii. When applicable, facilitate the project committee or any subcommittee thereof, to be composed of staff and officials appointed by the LOCAL GOVERNMENT.
 - iii. Utilize applicable CDBG Applicants' and Recipients' manuals in the administration of CDBG Oconee Senior Center to ensure that it meets the requirements set forth in the CDBG Applicants' and Recipients' manuals.

- iv. Assist the LOCAL GOVERNMENT with compliance with any and all procedural requirements related to the CDBG Oconee Senior Center, including provision of template language for meeting advertisements. The NEGRC will 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 Center.
 - v. 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, with oversight from the Director of Planning & Government Services, 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.
 - vi. Respond to inquiries by the LOCAL GOVERNMENT regarding CDBG Oconee Senior Center in a timely manner, not to exceed five (5) business days.
 - vii. 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.
 - viii. Perform all work and services according to the specifications and schedules set forth in **Attachment A**.
3. **Compensation:** The LOCAL GOVERNMENT agrees to pay the NEGRC \$1,500 for preparing and submitting the CDBG re-application and up to \$37,500 or 5% of the grant amount for providing administrative services, as described in Attachment A. The LOCAL GOVERNMENT will be invoiced quarterly, or as appropriate, by the NEGRC for services rendered.
4. **Changes in the Work:** Changes to the work shall be authorized in writing by the Chief Elected Official, be accepted by the NEGRC, and describe, as applicable, the revised scope of work, specifications, schedule, deliverables, and compensation. The provisions of this Agreement shall apply to all such revisions.
5. **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.
6. **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.
7. **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.
8. **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.
9. **Assignment:** This Agreement shall not be assigned without the advance written consent of both parties.
10. **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.
11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
12. **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

Burke Walker, Executive Director
Northeast Georgia Regional Commission

Date: _____

Billy Pittard, Chairperson
Northeast Georgia Regional Commission

Date: _____

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



John Daniell
Chairman,
Oconee County

Date: November 12, 2019



ATTACHMENT A

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. All services required hereunder shall be completed on or before December 31, 2023, 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 2019-April 1 st 2020	NEGRC, LOCAL GOVERNMENT
Pre-application public hearing	November, 2019	NEGRC, LOCAL GOVERNMENT
Preliminary Architectural Report	January 2020	Project Architect
Environmental review (ERR)	January – February 2020	NEGRC
Application submission	April 1, 2020	NEGRC
Receipt of Award Docs	November, 2020	NEGRC, LOCAL GOVERNMENT
Post-Award Public Hearing	December, 2020	NEGRC
Clearance of Special Conditions	February, 2021	NEGRC
Architectural design	April, 2021	Project Architect
Bidding & contract award	June, 2021	Project Architect, NEGRC
Pre-Construction Meeting	July, 2022	Project Architect, NEGRC
Construction	October 2021-Nov. 2022	Project Architect, Contractor
Closeout Public Hearing	December 2022	NEGRC
Reporting and project closeout	January 2023	NEGRC