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BY: Purchasing



Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year [] Multi-year x Single Event []

Contract #:
BOC Approval Date:

Table with 2 columns: Submission Information and Vendor Information. Submission info includes contact name (Michelle Irizarry), department (Finance), project title (Memorandum of Understanding for Congressionally Directed Spending Workforce Development Program/ EV Training), funding account number (MOU - Not to Exceed \$300,000), contract amount (n/a), contract type (Goods [], Services [x], Labor []), contract action (New [x], Renewal [], Change Order []), and original contract number.

Table with 2 columns: Finance Director Signature and Procurement Manager Signature. Finance Director signature: Michelle Hyatt, Date: 10.28.2024. Procurement Manager signature: Gina Malone, Date: 9/25/24.

Detailed Summary of Contract:
MOU

Rockdale County seeks to distribute funding from the Congressionally Directed Spending to CREDC as a Sub Recipient to assist in the facilitation of the Workforce Development Program.

Department Head/Elected Official Signature:

Date:

Signature of Michelle Hyatt

Date: 10.28.2024

2024-556

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is dated October 25 2024 and is between Conyers Rockdale Economic Development Council, a non-profit Georgia corporation ("CREDC") and ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"). CREDC and County are sometimes referred to as a "Party", or together as the "Parties."

ARTICLE 1 Intent and Purpose

Section 1.1 General.

Conyers Rockdale Economic Development Council is a non-profit Georgia corporation dedicated to providing workforce development opportunities to the residents of the city of Conyers and of unincorporated Rockdale County. The County is a governmental entity that seeks to identify and act on opportunities to provide economic mobility opportunities so that people can live, and work in our community, and generally promotes the provision of workforce development opportunities in Rockdale County through a variety of programs. The United States Department of Labor, herein referred to as "USDOL," has awarded Rockdale County grant funds under the FY23-Community Project Funding/Congressionally Directed Spending for the purpose of establishing a Workforce Development Program to educate and train participants of the program on the maintenance of Electronic Vehicles (the "Grant Funds").

The County seeks to distribute the Grant Funds to CREDC as a Sub Recipient to assist in the facilitation of the described Workforce Development Program in an effort to address the continuing need for economic mobility in Rockdale County. The described Workforce Development Program will involve a partnership with Georgia Piedmont Technical College (GPTC) and Restoration Storehouse Center Association, Inc. ("Restoration Storehouse") this Memorandum will set forth the terms and conditions of such collaboration.

Section 1.2 Implementation of Memorandum.

The Memorandum shall be effective upon signing by both parties, and shall remain in effect, unless otherwise terminated as provided by the terms of this Memorandum, until completion of the project particularly associated with expenditure of the Grant Funds or no later than three years from the effective date of this Memorandum, whichever event should occur first in time. In particular the Grant Funds will be utilized to acquire and install at the facilities of Restoration Storehouse certain equipment (the "Project") associated with the education of participants about electric vehicles and how to maintain electric vehicles pursuant to the curriculum established by GPTC and applicable provisions which may be required by the USDOL Grant fund requirements.

**Article 2
Project**

Section 2.1 County Responsibilities

The County will be responsible for the following relative to the Project:

- A. County will aid CREDC regarding the pre-award phase, the award phase and post award phase of the grant process including but not limited to assisting CREDC in providing responses requested and required by the US Department of labor concerning the Project.
- B. County will in the best interest of the Project, disperse funds to CREDC to execute the Project in conjunction with such undertaking by CREDC.

Section 2.2 CREDC Responsibilities

CREDC will be responsible for the following:

- A. CREDC will be responsible for creating and executing the Project Plan. Management of the Project shall be done according to CREDC's practices and procedures as approved by the US DOL. The parties acknowledge and agree that CREDC will be contracting with Restoration Storehouse for certain duties and responsibilities associated with the Project. Specifically, in accordance with the terms of that agreement Restoration Storehouse will be responsible for undertaking and completing the scope described by paragraphs B, C and D of this Section 2.2.
- B. CREDC will be responsible for selection, negotiation, and contracting with all contractors/vendors though the parties acknowledge that CREDC will have an agreement with Restoration Storehouse for that entity to be directly involved in such tasks related to the implementation and completion of the Project in addition to those tasks described in Paragraph C below.
- C. CREDC shall be responsible for securing and managing any subcontractors, volunteers or otherwise, associated with the Project.
- D. CREDC shall complete the Project by the date described in Section 2.1 of this Memorandum ("Project Completion Date"), unless otherwise agreed to by the parties in writing. In the event of an extension if time is needed, CREDC shall provide the County with adequate justification, in writing, of the need for such extension of time, and upon approval by the County, the Parties may enter into a written addendum to this Memorandum. Notwithstanding anything in the foregoing to the contrary, such extension will not be unreasonably withheld if legitimate cause exists for such a request.
- E. CREDC certifies the activity (ies) carried out under this Memorandum will meet the US DOL Community Project Alignment with the Guiding Pillars of the Workforce System: Building a Better Care Economy, New Industry Partnerships that Lead to Real, Good Jobs, and Action Today for the Future of Work. The activities requiring certification of CREDC are described and listed on Schedule I attached hereto and made a part hereof.
- F. CREDC will agree to complete or supply all documentation required by the US DOL for the distribution of the grant funds including, but not limited to: (a) Receipts/documentation of purchases or expenses required for the Project and (b) as may be required by the US DOL Program regarding enrollment and completion information.

Section 2.3 Insurance and Indemnification

CREDC shall maintain in full force and effect or cause Restoration Storehouse or its related contractors, subcontractors and suppliers the coverage insurance requirements described in Attachment A of this Memorandum attached hereto and made a part hereof.

CREDC shall provide a certificate of insurance listing the County, as additional insured.

CREDC shall indemnify and hold harmless the County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of CREDC, CREDC's contractors or subcontractors, or volunteers, arising out of and directly related to CREDC's performance of its responsibilities under the terms of this Memorandum. For any claim made by the County under this indemnification and hold harmless provision the extent of CREDC's indemnification or hold harmless shall be limited to the insurance coverage and associated limits of said coverage described in Schedule II attached hereto and made a part hereof.

Failure of the County to request evidence of insurance will not be construed as a waiver of CREDC's obligation to purchase and maintain insurance for the life of the MOU. Purchase of insurance required hereunder shall be at CREDC's sole cost and expense.

Section 2.4 Volunteer Opportunities and Publicity

County and CREDC agree to work together to facilitate one or more volunteer opportunities for County employees to work on the Project.

CREDC and County agree to work cooperatively on public information opportunities, including but not limited to newspaper articles and special events surrounding the education, training and completion of the Project.

Section 2.5 Payment/Phase Schedule

Invoices must be submitted to the Grants Compliance Officer for the County by CREDC for reimbursement. Each invoice submitted shall be accompanied by a certification that the equipment in question has been ordered, the date of shipment or date of delivery or the scope of installation preparation or installation for the equipment and the costs associated therewith. Upon receipt of an undisputed invoice and certification and acceptance of same by the County, the invoiced amount shall be issued from the Grant Funds to CREDC within twenty days of receipt. In the alternative the County will issue Grant Funds to CREDC in \$100,000 increments upon receipt of undisputed invoice(s) with a certification from CREDC, not to exceed Three Hundred Thousand Dollars (\$300,000.00).

Section 2.6 Contact Persons

The Project team will consist of the designated Rockdale County Grants Manager who will be the contact points for the duration of the Project and initial questions regarding any part of this process should be directed to the said designee.

General Provisions

Section 2.7 Termination

Either party may terminate this Memorandum following the providing of written notice to the remaining party of a breach of the terms of this Memorandum. Said notice shall state in particularity the breach claimed and the party in receipt of said notice shall have thirty days to cure or in alternative to engage in a reasonable course of action to accomplish a cure of the stated breach.

After the transfer of grant funds has occurred, neither party may terminate this Memorandum unless such termination is for cause or material non-performance and a failure to cure the same.

Section 2.8 Notices.

All notices required or permitted under this Memorandum must be given by hand delivery, commercial carrier delivery, or email directed as follows:

If intended for the County, to:

Rockdale County, Georgia
Finance Department- Grants Division
Attention: Grants Manager
958 Millstead Avenue
Conyers, GA 3012
770-278- 7555
Email address:

If intended for the CREDC, to:

Conyers Rockdale Economic Development Council (CREDC)
Attention: Kevin Hanna, President/CEO
936 Green Street, SW
Conyers, GA 30012
678-509-0133
kevin@conyers-rockdale.com

Any notice delivered by mail in accordance with this Section will be effective on the third business day after being deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered in accordance with hand delivery, overnight delivery or email will be effective upon actual receipt. Either Party, by notice given as above, may change the address to which future notices may be sent.

Section 2.9 Amendment.

This Memorandum maybe amended only by a duly authorized written instrument executed by the Parties. Oral amendments to this Memorandum are not permitted.

Section 2.10 Applicable Law.

This Memorandum is to be interpreted in all respects in accordance with the laws of the State of Georgia. Both parties agree to comply with all applicable rules, regulations, codes, laws, restrictions, and covenants.

Section 2.11 Legal Effect of Memorandum

This Memorandum creates a binding and legally enforceable agreement between the Parties. There are no legal or equitable remedies available to either Party resulting from a breach or alleged breach of the terms of this Memorandum except the remedy of Specific Performance. Neither this Memorandum, any statements made or documents prepared or submitted by the Parties in connection with the negotiations leading up to the execution of this Memorandum, nor any statements made or documents prepared or submitted by the Parties in connection with this Memorandum, are admissible in any litigation or other judicial or administrative proceeding.

Section 2.12 Annual Appropriation

If sufficient funds are not appropriated for the payment of sums due hereunder by the USDOL this Memorandum will automatically terminate. Neither Party's obligations under this Memorandum constitutes a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Georgia.

By signing this MOU, the parties acknowledge that each has read each and every page of this MOU before signing same and that they understand and assent to all the terms thereof. In addition, by signing this MOU, the parties acknowledge that they are entering into this MOU freely and voluntarily and under no compulsion or duress.

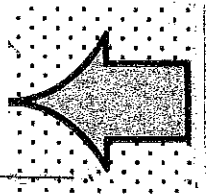
For purposes of executing this MOU and any Amendment, electronic/scanned/photocopied signatures shall be as valid as the original.

~SIGNATURE SECTION FOLLOWS ON NEXT PAGE~

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

**CONYERS ROCKDALE ECONOMIC DEVELOPMENT
COUNCIL (CREDC)**

ROCKDALE COUNTY, GEORGIA



By: *Kevin R. Hanna*
Kevin R. Hanna, President/CEO

By: _____
Osborn Nesbitt, Sr., Chairman

Federal Tax ID Number
22-3919236

Attest:

Attest:

Corporate Secretary or
Assistant Corporate Secretary

Jennifer Rutledge,
Executive Director/County Clerk

Approved as to Form:

M. Qader A. Balg, County Attorney

**ATTACHMENT A
INSURANCE:**

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Property Coverage/	\$1,000,000.00 each occurrence
 (If hazardous substances are involved)	 Equal to or greater than the existing building limit if performing renovations.

Contractor's Pollution Liability (with 1-year extended reporting period) Each Occurrence \$1,000,000.00
Aggregate \$2,000,000.00

Environmental Impairment Liability (with 1-year extended reporting period) Each Occurrence \$1,000,000.00
Aggregate \$2,000,000.00
General Liability \$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide thirty (30) days prior notice of cancellation to the County.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best. Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (1TB) number and project name must be inserted in the Description of Operations section of the certificate. Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012