

MEMORANDUM OF UNDERSTANDING Spalding County Archway Partnership

This **MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”) is made and entered into as of July 1, 2016 by and among the Spalding County Board of Commissioners (the “**County**”), the City of Griffin (the “**City**”), and the Griffin-Spalding County Board of Education (the “**Board of Education**”), and together with the County, the City, and the Board of Education, the “**Spalding County Partners**”), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (for purposes of this Agreement referred to herein as the “**UGA Archway Partnership**”), and the Office of the Vice President for Public Service and Outreach (the “**OVPPSO**,” and together with the UGA Archway Partnership, the “**UGA Partners**”).

Each of the Community Partners and UGA Partners stated above is considered to be a Participant (collectively, the “**Participants**”) in the Spalding County Archway Partnership (“**Spalding County Archway Partnership**”).

WHEREAS, the Participants agree to cooperate in the development, implementation, and continuation of the Spalding County Archway Partnership focusing on community and economic development issues for Spalding County; and

WHEREAS, the Participants agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee (the “**Executive Committee**”) to offer the Community Partners appropriate representation and influence into the strategic planning and management of the Spalding County Archway Partnership.

NOW THEREFORE the parties hereto agree as follows:

SECTION I

The UGA Partners shall:

1. Agree to facilitate the work of the Executive Committee in support of the overall goals of the Spalding County Archway Partnership. Assist in identifying the public educational needs for the community, facilitate cooperation between community organizations and the Griffin-Spalding County School System to address those needs, and advise the Griffin-Spalding County Board of Education how to address the educational needs of the community.
2. Subject to Section III, Paragraph 7 herein, a UGA faculty member (the “**Archway Professional**”) will dedicate time as needed to the project and will work directly with the Spalding County Archway Partnership’s Executive Committee.
3. Establish minimum qualifications and determine the total salary to be paid to the Archway Professional, and agree to perform periodic evaluations of the Archway Professional in accordance with UGA human resources rules and regulations as any other UGA employee.
4. Have the right to terminate or transfer the Archway Professional for any reason at any time. In either such case, the UGA Partners agree that they will seek to replace the Archway Professional in accordance with the qualifications and salary guidelines described in Section 1, Paragraph 3 herein and subject to Section III, Paragraph 7 herein.

5. Provide the Archway Professional with access to office equipment, supplies, publications, or other educational materials necessary to the performance of the position's duties.
6. Keep an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA Partners agree to retain such records for a period of three years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records relating to payments made under this agreement until the expiration of three years after final payment.
7. Report to the Executive Committee at regular intervals on the nature of the Spalding County Archway Partnership and progress being made.

SECTION II

The Spalding County Partners shall:

1. Agree to recognize the UGA Partners as their institutional partners and provide appropriate recognition of the collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree to cooperate with the UGA Partners in the implementation and administration of educational opportunities for the students of the University of Georgia.
3. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
4. Agree, when possible, to make available research opportunities to the faculty of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
5. Agree to make available to the UGA Partners any research or study findings and results that may be realized as a result of this Agreement. Notwithstanding anything herein to the contrary, all research or study findings and results from research conducted by faculty of the UGA Partners shall remain the property of the UGA Partners.

SECTION III

The Participants Mutually Agree:

1. The OVPPSO will contribute to the UGA Archway Partnership as needed in order to support the activities of the Archway Professional and the UGA Archway Partnership; however, this paragraph shall not be read or construed so as to create any cost share on the part of UGA or any of the UGA Partners.

2. The Spalding County Partners will pay to the UGA Archway Partnership a total FIXED FEE of \$60,000 for the period beginning on July 1, 2016 through June 30, 2017 (the “FY2017 Community Fee”).

3. The Spalding County Partners are committed to funding the FY2017 Community Fee as follows:

Spalding County Board of Commissioners	\$20,000
City of Griffin	\$20,000
Griffin-Spalding County Board of Education	\$20,000

4. The UGA Archway Partnership shall send an invoice to each of the Spalding County Partners for such Spalding County Partner’s respective amount shown above. The full amount of all such invoices shall be due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Spalding County Board of Commissioners
Attn: Rita Johnson, Chairwoman
P.O. Box 1087
Griffin, GA 30224

City of Griffin
Attn: Mayor Dick Morrow
100 S. Hill St.
Griffin, GA 30224

Griffin-Spalding County Board of Education
Attn: James “Pete” Graham, Chairman
216 S. 6th St.
Griffin, GA 30224

5. Expenditures and budgetary allocations for the FY2017 Community Fee will be based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various expenditure and budgetary categories and accounts without specific and separate approval by any of the Spalding County Partners. The expenditures and budgetary allocations for the FY2017 Community Fee are estimated to be as follows:

Project Costs	60%
Personal Services	20%
Travel and Operating Costs	10%
UGA Administrative Fee	10%

6. The Spalding County Partners and the UGA Partners agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee who shall perform the following functions:
 - a. Remit or cause to be remitted the FY2017 Community Fee to the UGA Archway Partnership when due.
 - b. Provide guidance on the appointment or hiring of the Archway Professional. The actual appointment or hiring of the Archway Professional shall be subject to the sole approval of the UGA Partners.
 - c. Evaluate the financial support of the Spalding County Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of any adjustments no later than March 31, 2017.
 - d. Agree to locate the Archway Professional's office in facilities that are adequate and appropriate for the program.
7. The Archway Professional shall remain at all times a University of Georgia employee, subject to all applicable university guidelines and policies, and shall not be an employee of any of the Community Partners while performing this service and will not be entitled to fringe benefits normally accruing for employees of any of the Community Partners.
8. This Agreement shall take effect as of July 1, 2016.
9. The terms of this Agreement shall be from July 1, 2016 through June 30, 2017. Either the UGA Partners (acting collectively) or the Community Partners (acting collectively) may terminate this Agreement upon 90 days written notice of such intent.
10. This Agreement may be modified by mutual written agreement of the parties hereto.
11. This agreement, along with any exhibits, appendices, addenda, schedules, and amendments attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties hereto, whether oral or written.
12. This Agreement may be renewed annually by mutual written agreement of all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first described above.

Spalding County Board of Commissioners

Date

City of Griffin

Date

Griffin-Spalding County Board of Education

Date

Archway Partnership, University of Georgia

Date

Vice President for Public Service and Outreach,
University of Georgia

Date

Board of Regents of the University System of
Georgia by and on behalf of the University of Georgia

Date