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APR 08 2019

BY: Purchasing



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

<b>Type of contract:</b> 1 year <input type="checkbox"/> Multi-year <input checked="" type="checkbox"/> Single Event <input type="checkbox"/>		CC Use Only Contract #:
<input checked="" type="checkbox"/> <b>Submission Information</b>	<input checked="" type="checkbox"/> <b>Vendor Information</b>	
Contact Name: Blair Barnhardt Department: RDOT Project Title: MOU for ROW Maintenance Funding Account Number: 100-4221-522200-41 Contract amount: \$3,460.00 per cut twice annually Contract Type: Goods ( ) Services (x) Labor (x) Contract Action: New (x) Renewal ( ) Change Order ( ) Original Contract Number: N/A	Vendor Name: City of Conyers Address: 1184 Scott Street SE Address: Conyers, GA 30012 Email: brian.frix@conyersga.gov Phone #: 678-343-8740 Contact: Brian Frix, PE Term of contract: Multi-Year	
<b>Finance Director Signature</b>	<b>Procurement Officer Signature</b>	
I have reviewed the attached contract, and the amount is approved for processing.	I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.	
Signature: <i>J. Miller</i> Date: 4.29.19	Signature: <i>Juan Malone</i> Date: 4/9/19	

Detailed Summary of Contract: We would like the BOC to execute the enclosed MOU with the City of Conyers in order for RDOT to utilize the service of their mowing and maintenance contractor to perform work at Exit 82 Interchange in the landscape islands up to two times per year.

Department Head/Elected Official Signature:

Date:

*J. Miller* For Director Allen

April 9/19

2019-238

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF CONYERS**  
**AND**  
**ROCKDALE COUNTY**

RELATIVE TO THE CITY OF CONYERS CONTRACT WITH PRO CUTTERS  
LAWNSCAPES, INC. FOR HIGHWAY MOWING AND MAINTENANCE SERVICES  
DATED 08/2017

On this \_\_\_\_ day of \_\_\_\_\_, 2019, this Memorandum of Understanding (“MOU) is made and entered into by and between The City of Conyers and Rockdale County.

WITNESSETH

WHEREAS, the City of Conyers, Georgia is a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council (hereinafter referred to as “City”); and

WHEREAS, Rockdale County, Georgia is a political subdivision of the State of Georgia, acting by and through its Chairman and Board of Commissioners (hereinafter referred to as “County”); and

WHEREAS, It is the intention of the County and the City to create an MOU to maintain the off/on ramps at Exit #82 known as Highway 138 ramps maintained by the County; and

WHEREAS, the Parties have discussed the contents of this MOU and acknowledge that they understand their respective duties and obligations and that each party intends to perform their respective duties and obligations as agreed hereunder; and

WHEREAS, I-20 Exit 82 is located in the County and is more specifically identified as the Exit and On Ramps from I-20 East and I-20 West; and

WHEREAS, to enhance the landscape and maintenance level of the Exits to the public, the Parties agree to enter this MOU, to provide landscape maintenance services and necessities for I-20 Exit #82. No grass cutting will be necessary unless agreed upon in writing for an additional cost

WHEREAS, the City and County would both benefit from having a single contractor maintain these area improvements concurrently;

NOW THEREFORE, the County, in partnership with the City, agree as follows:

- A. The County will engage with the City of Conyers to utilize the services provided via the existing contract in place with Pro Cutters Lawnsapes, Inc.

- B. The County will inspect the portion of work within County Limits, as described above.
- C. The County will provide direct communication regarding scheduling of the work to be performed with the Service Provider.
- D. The County will reimburse the City for the County's portion of the maintenance work to be performed at a price not to exceed \$3,460.00 for each service rendered (based on two treatments per year, additional treatments \$3,460.00 per treatment).
- E. Invoices from the landscape contractor will initially be paid by the City, but the County will fully reimburse the City for all Project costs associated with the maintenance of Highway Exit #82 Landscape Islands in the County limits.
- F. The City will invoice the County for the payable invoices received from the landscape contractor as the work progresses. The County shall reimburse the City within thirty (30) calendar days from receipt of the approved invoices from the City.
- G. The term of this MOU shall be one year with an option to renew five (5) additional one-year periods, renewal each year unless terminated by either party.

NOW, THEREFORE, considering and furtherance of the matters set forth in the above recitals, it is further understood that the execution of this MOU will see the County and Pro Cutters Lawscapes, Inc. doing as follows:

Pro Cutters Shall:

1. Provide litter pick up, pine straw placement, trimming of shrubs, light tree trimming, removal of deadstock and invasive species and mulch enhancements twice per year with each service not exceeding \$3,460.00.
2. Provide the necessary staff, tools and equipment to perform services required for each exit and/or entrance ramps at Exit #82.
3. Provide insurance to the County for services to be rendered.

The County Shall:

1. Upon receipt of invoice for services rendered from the City of Conyers, pay for services within 30 days.
2. Either Party may terminate this MOU, with or without cause, without liability or damages, by written notice given at least 30 days prior to the effective date of termination to the other Party.
3. This MOU is not intended to create any authority, partnership, venture, employment, fiduciary, trust or agency relationship between the Parties. Each Party shall be independent of the other party. No Party may bind another Party without the other Party's written permission and consent.
4. The Parties acknowledge that this MOU in its final form is the result of the combined efforts of the Parties. Should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.
5. Modifications or amendments to this MOU must be duly approved by each Party in writing signed by an authorized agent of each Party.

6. Each Party agrees to use best efforts in pursuit of this MOU and shall at all times comply with all applicable federal, state and local laws, regulations and requirements now in force and as they may be enacted, issued, or amended during the term of this MOU for any acts taken hereunder.
7. This MOU constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this MOU.
8. The Parties agree that the laws of the State of Georgia govern this MOU. The Parties agree that the venue is proper within the courts of Rockdale County, Georgia. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may use a third-party mediator and equally share the costs of the mediator or file suit.
9. If any action is filed in relation to this MOU, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs, charges, and expenses related to the action.

IN WITNESS WHEREOF, the COUNTY and CITY have caused these presents to be executed under seal by their duly authorized representatives. The parties hereto have executed this Intergovernmental Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



Rockdale County, Georgia  
Board of Commissioners

By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

Attest:

By: \_\_\_\_\_  
County Clerk

Approved as to form:

By: \_\_\_\_\_  
County Attorney

City of Conyers, Georgia  
City Council

By: \_\_\_\_\_  
Vince Evans, Mayor

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

By: \_\_\_\_\_  
City Attorney