

**GEORGIA DEPARTMENT OF TRANSPORTATION
AND
DEKALB COUNTY, GEORGIA
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into this _____ (“Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the “DEPARTMENT”), and DeKalb County, Georgia (hereinafter referred to as the “PARTNER”) (collectively referred to herein as “PARTIES,” and individually as “PARTY”).

WHEREAS, the DEPARTMENT is authorized to receive contributions from the PARTNER to the DEPARTMENT’S Roadside Enhancement and Beautification Fund (“Fund”), which was created pursuant to O.C.G.A. § 32-6-75.2 to further of initiatives for roadside enhancement and beautification of the agency’s public roads; and,

WHEREAS, PARTNER has available funds for public landscaping enhancement and beautification purposes that include establishing pollinator habitat sites and promoting such habitats to further support and sustain pollinators in their critical role in Georgia; and,

WHEREAS, PARTNER desires to provide funding to the DEPARTMENT for the purpose of creating pollinator habitats at locations deemed to be appropriate by the DEPARTMENT on this agency’s right-of-way (the “Work”); and,

WHEREAS, the DEPARTMENT is amenable to receiving and using this funding for this purpose, and,

WHEREAS, the PARTIES wish to enter into a formal agreement regarding their respective roles and responsibilities as they relate to the receipt and use of this funding.

NOW THEREFORE, it is hereby understood and agreed by and between the PARTIES to this Memorandum of Agreement that:

1. **Contribution.** PARTNER shall compensate the DEPARTMENT up to \$2,400 (“Contribution”) annually for costs incurred by the DEPARTMENT in performing the Work under this Memorandum of Agreement. Under no circumstances will the PARTNER be responsible to compensate the DEPARTMENT more than the total amount designated as the Contribution annually.

2. **Scope of Work.** At the site locations identified in Exhibit 1, which is attached hereto and made part of this Memorandum of Agreement, the DEPARTMENT will establish a one-acre wildflower pollinator habitat in the State right-of-way using a mix of perennial and annual reseeding wildflower species. After the habitat has completed its bloom cycle, the DEPARTMENT will over-seed the pollinator habitat with an annual seeding of Cosmos.

3. **Time of Performance.** In or about November 2023, the DEPARTMENT will prepare and seed the pollinator habitat sites with a determined perennial wildflower seed mix selected to bloom in the spring and early summer of the following year. In or about July 2024 the DEPARTMENT will over-seed the habitat site with a mix of Cosmos wildflower seed varieties selected by the DEPARTMENT. In its sole discretion, the DEPARTMENT may combine with the Cosmos wildflower seed varieties a small amount of perennial seed mix to aid in sustaining the

habitat planting. The schedule for the plantings and subsequent maintenance thereof once installed is at the sole discretion of the DEPARTMENT. If weather or other conditions outside of the DEPARTMENT'S control prohibit the DEPARTMENT from adhering to this schedule, the PARTIES shall confer and agree to an alternative planting schedule that meets the objectives of this Memorandum of Agreement within a reasonable time frame.

4. **Payment of Contribution.** The DEPARTMENT shall submit to PARTNER an annual invoice for eligible project costs for the Work incurred by providing, in reasonable detail, a listing of the actual expenses incurred by the DEPARTMENT for the invoice period after work is completed and the PARTNER has submitted an invoice to the DEPARTMENT. PARTNER will reimburse the DEPARTMENT for all eligible costs within 60 days of receiving an invoice.

5. **Further Payments.** In the event PARTNER desires to make any further payments to the Fund for additional installations of pollinator habitats on the DEPARTMENT'S right-of-way, the PARTNER shall provide the DEPARTMENT with notification of such specific request in writing. The DEPARTMENT will review and consider any such request to make a determination whether it can be granted in whole or in part. If approved, the DEPARTMENT will enter into a written agreement with the PARTNER for this purpose.

6. **No Right, Title, or Interest in any Part of Public Roads.** This Memorandum of Agreement does not provide PARTNER, by implication or otherwise, any right, title, or interest in or to the DEPARTMENT'S right-of-way for any purpose.

7. **Term of Agreement.** The term of this Memorandum of Agreement shall begin on its Effective Date and terminate on December 31, 2025, unless terminated earlier by either PARTY pursuant to Paragraph 9 of this Memorandum of Agreement.

8. **Notices.** Any notice under this Memorandum of Agreement shall be deemed duly given if delivered by hand (against receipt) or sent by registered or certified mail, return receipt requested, to a PARTY hereto at the address set forth below, or to such other address as the PARTIES may designate by notice from time to time in accordance with this Memorandum of Agreement:

If to the DEPARTMENT: Georgia Department of Transportation
ATTN: Office of Maintenance
600 West Peachtree Street
Atlanta, Georgia 30308

If to the PARTNER: Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to:

Kelly Cato
Office of Commissioner Ted Terry
Board of Commissioners, District 6
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

9. **Termination.** The DEPARTMENT or the PARTNER may terminate this Memorandum of Agreement for any reason immediately upon providing written notification to the other PARTY. Notwithstanding the termination of this Memorandum of Agreement, PARTNER shall compensate the DEPARTMENT for all project costs that have been incurred prior to the date of termination.

10. **No Third-Party Beneficiaries.** Nothing set forth herein shall be construed as conferring upon or giving to any person other than the PARTIES hereto any rights or benefits under or by reason of this Memorandum of Agreement.

11. **Continuity.** Each of the provisions of this Memorandum of Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES.

12. **Amendment.** The PARTIES recognize and agree that it may be necessary or convenient for the PARTIES to amend this Memorandum of Agreement to provide for the orderly implementation of all the undertakings described herein, and the PARTIES agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification, or amendment to this Memorandum of Agreement shall be effective unless the same is reduced to writing and signed by the PARTIES hereto.

13. **Governing Law.** This Memorandum of Agreement is executed in the State of Georgia, and all matters pertaining to its validity, construction, interpretation, and effect shall be governed by the State of Georgia.

14. **Entire Agreement.** This Memorandum of Agreement constitutes the entire understanding between the PARTIES hereto and replaces, cancels, and supersedes any prior understandings specifically relating to the particular subject matter hereto, and all prior representations, agreements, understandings, and undertakings between the PARTIES hereto with respect to the specific subject matter hereof are merged herein.

(Signatures contained on the next page.)

IN WITNESS WHEREOF, the PARTIES have caused the authorized representatives of each to execute this Memorandum of Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

DEKALB COUNTY, GEORGIA

BY: _____
RUSSELL M. MCMURRY, P.E.
COMMISSIONER

BY: _____ by Dir. (SEAL)
MICHAEL L. THURMOND
CHIEF EXECUTIVE OFFICER
DEKALB COUNTY, GEORGIA

ATTEST:

ATTEST:

BY: _____
ANGELA O. WHITWORTH
TREASURER

BY: _____
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners
DeKalb County, Georgia

APPROVED AS TO FORM:

Nicole W. Aigner
Supervising County Attorney

EXHIBIT 1

WILDFLOWER POLLINATOR SITE LOCATION(S)



I-285 at US 78: Exit 2 (E Corner) 1.75 Acres Mile Post 2

