

Nancy Morawski

From: Nancy Glaser <amh@augustamuseum.org>
Sent: Wednesday, April 17, 2024 3:52 PM
To: Nancy Morawski
Cc: Ron Lampkin; Margaret Woodard
Subject: [EXTERNAL] Request to be on the May 14th Administrative Services Agenda
Attachments: 5-14-2024 AMH request Administrative Services Committee to be on agenda 1+.pdf;
MOU Between Augusta-Richmond County and Downtown Development Authority-1
+.docx

Dear Ms. Bonner,

Please note the Augusta Museum of History is requesting to be included on the Tuesday, May 14, 2024 Administrative Services Agenda.

I have attached the AGENDA ITEM REQUEST FORM and the draft of the MOU between the Augusta-Richmond County and the Downtown Development Authority (DDA).

Thank you.

Best regards,

Nancy J. Glaser
Executive Director
Augusta Museum of History
560 Reynolds Street
Augusta, GA 30901
W: (706) 722-8454
amh@augustamuseum.org

[NOTICE: This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/>	Commission	Date of Meeting	_____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input checked="" type="checkbox"/>	Administrative Services Committee	Date of Meeting	<u>5-14-2024</u>
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Nancy J. Glaser, Exec. Dir., Augusta Museum of History

Address: 560 Reynolds St. Augusta, GA 30901

Telephone Number: 706-722-8454

Fax Number: 706-724-5192

E-Mail: amh@augustamuseum.org

Caption/Topic of Discussion to be placed on the Agenda: DDA MOU with the City-County for the History Museum

The Museum has gone through the City-County bid process three (3) times with little or no response. The DDA has a number of ongoing projects in the downtown area and has the ability and jurisdiction to reach out to contractor's to attain a reasonable bid on behalf of the Museum. The Downtown Development Authority's role is exactly like the one they provided for the Miller Theater project.

Request approval to proceed.

Please send this request form to the following address:

**Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901**

**Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov**

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

STATE OF GEORGIA)
RICHMOND COUNTY)

SPLOST VII DOWNTOWN DEVELOPMENT AUTHORITY AGREEMENT

This AGREEMENT made and entered into this ____ day of __, 2024, between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), and Downtown Development Authority, (hereinafter referred to as the “Organization”).

WITNESSETH

WHEREAS, the voters of Augusta, Georgia on November 3rd 2015, approved the imposition of the Special Purpose County One Percent Sales and Use Tax (“SPLOST VII”), and designated the use of the proceeds of said tax for certain capital outlay projects, as defined on O.C.G.A. 48-8-111(a) and further approved a project priority payment order in an Intergovernmental Agreement entered into by and between Augusta, Georgia, and the municipalities of Hephzibah and Blythe; and

WHEREAS, the Augusta Commission approved SPLOST funding for certain recreational, historical and cultural improvement capital outlay projects to be implemented through various ~~outside~~ agencies as provided in guidelines; and

WHEREAS, Augusta has determined that the project described on Exhibit A (the “Project”) is beneficial to the citizens of Augusta as it provides and enhances recreational, historical and/or cultural resources in Augusta; and

WHEREAS, Augusta has determined that is more cost effective, avoids duplication of services and is in the best interest of Augusta and the citizens of Augusta to contract with Organization to undertake the Project, rather than Augusta directly constructing and operating the project; and

WHEREAS, the Augusta desires to contract with the above-named organization to construct and operate the Project, which was a part of the approved capital outlay projects; and

WHEREAS, the sum of \$880,000 from the proceeds of said tax (the “SPLOST Funds”) has been allocated to the Organization for the Project and Augusta has agreed to advance the funds to the Organization to allow for the Project to begin upon the satisfaction of the conditions provided below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

SECTION 1 - APPROPRIATION AND USE OF FUNDS

1.1 Augusta agrees to appropriate the SPLOST Funds to be used by Organization on behalf of Augusta for the purpose of constructing the Project as provided in Exhibit "A" hereto attached and incorporated herein.

1.2 The Organization agrees to use such funds that it may receive, pursuant to this Agreement, solely and exclusively for the construction of the above-described Project; said Project, including the Project Budget, is more specifically described in Exhibit "A".

1.3 Said disbursement to Organization is an authorized use of said proceeds, under O.C.G.A. Section 48-111(e), as said use benefits a "cultural, recreational, or historical facility or a combination of such purposes," and this Agreement is entered into on behalf of and for the benefit of Augusta and Organization and also as an acknowledgement that upon distribution of the funds by Augusta to Organization, that Augusta will have fully met its SPLOST VII project obligation to Organization.

SECTION 2 - RESPONSIBILITIES AND OBLIGATIONS OF ORGANIZATION

In consideration of the disbursement of the SPLOST Funds, Organization shall observe all conditions that the law and/or this Agreement imposes on the use of said SPLOST Funds, which shall include, but not be limited to the following:

2.1 Organization shall use said proceeds only in connection with the capital outlay Project and only for the purposes described in Exhibit A, which is attached hereto and made a part hereof.

2.2 Organization covenants not to use any of said funds for any part of its maintenance and operation budget, now or in the future.

2.3 Organization will set up any and all banking accounts necessary or convenient to segregate the account containing SPLOST Funds from its other accounts. Organization shall keep any SPLOST Funds that it receives from Augusta in a separate account fund and shall not commingle Augusta distributions with other funds of the Organization prior to their expenditure.

2.4 The Organization shall maintain a record of each and every expense, in compliance with the generally accepted accounting principles, for which the proceeds of the tax are used. The Organization shall submit quarterly accounting reports to Augusta for all funds that the Organization receives from Augusta. Said accounting reports shall set forth the amounts expended on the Project during the term of this contract, which, shall include any amount expended on such Project in that current year, and the estimated percentage of the completion of the Project. The initial report of expenditures regarding the Project shall be made within 10

business days of the first installment of the SPLOST Funds being made available to Organization as provided on Exhibit “B,” and quarterly thereafter until the end of the quarter in which the project is deemed completed as determined by the Augusta Central Services Department. Monthly reports are due within ten (10) business days following the end of each month and shall be delivered to Augusta Central Services Department, 535 Telfair Street, Suite 800, Augusta Georgia 30901 to the attention of Mr. Ron Lampkin, Interim Director of Central Services.

2.5 Organization accepts the following conditions for disbursement of said funds:

A. Unless otherwise agreed by Augusta, no funds shall be made available to Organization until such time as the tax has been collected.

B. Organization hereby acknowledges and agrees that as the Project is to benefit the citizens of Augusta by providing and enhancing the recreational, historical and/or cultural resources in Augusta, the Project must be open to and available for public use. Provided however, this section shall not preclude the Organization from charging reasonable and ordinary fees for the use of the Project.

2.6 The Organization will maintain the following insurance during the performance of the Contract:

A. Comprehensive General Liability Insurance shall be maintained in force at all times and shall include the following coverages: Products/Completed Operations and Automobile Liability Insurance in the combined single limits of \$1,000,000. This coverage shall be intended to apply as primary and shall not be affected by any insurance that Augusta may carry in its own name. The Organization shall maintain Workers Compensation and Employer’s Liability Insurance for the benefit of its workers. The above requirements shall also apply to the Organization’s contractors and subcontractors who are engaged in the Project.

B. Prior to the commencement of work, the Organization will provide Augusta with a certificate of insurance, which evidences the above coverage and names Augusta, Georgia as an “additional insured.”

SECTION 3 - RESPONSIBILITIES AND OBLIGATIONS OF AUGUSTA

3.1 Augusta enters this contract to improve the quality of life of its citizens and to provide its citizens with additional facilities for delivery of recreational, historical and cultural services in a more cost-effective manner than it could if it were to construct and operate similar facilities without the participation of the Organization.

3.2 Augusta and any auditors employed by Augusta shall have the right to verify and audit the expenditures of the Organization and the Project, sufficient to determine that the monies are being appropriately spent for the Project, in accordance with Georgia laws that govern the expenditures of Special Purpose Local Option Sales Tax monies. Official representatives of Augusta may inspect the official records of the Organization, which relate to this project, at reasonable times and upon reasonable notice to the Organization. Augusta shall also have the right to inspect the Project at any reasonable time for any purpose related to the performance of any contract awarded, or to be bid upon or awarded, by the Organization for this Project.

SECTION 4- OBLIGATIONS OF THE ORGANIZATION AND COUNTY

4.1 Each of the parties hereto warrants and represents to the other that it will comply with all the requirements of the laws of the State of Georgia.

4.2 After approval of this contract, all contracts between the Organization and any subcontractor shall be submitted to Augusta Administrator for administrative review. If any irregularity or illegality appears, the Administrator may submit any such questions to the Augusta Richmond County Commission.

4.3 This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by a written instrument, signed by each party's duly authorized officers.

4.4 Breach of contract with respect to any of the terms of this Agreement, or with respect to the use of funds, shall terminate Augusta's obligations under this Agreement; shall terminate Augusta's obligation for the payment of any future funds; and shall entitle the Parties to all remedies provided by law.

IN WITNESS WHEREOF, Augusta and Organization have caused these presents to be executed by their respective, duly authorized officials, on the date entered above.

[signatures continue on the following page]

AUGUSTA, GEORGIA

By: _____
Mayor

ATTEST:

By: _____
Clerk of Commission

Agency

By: _____

Its: President

Attest:

Its: Secretary

EXHIBIT A

ORGANIZATION:	Downtown Development Authority
PROJECT:	Loading Dock
DESCRIPTION OF PROJECT/ SCOPE OF WORK:	Provide a functional loading dock for the delivery of products and collections, including engineering, installation, and commissioning
PROJECTED TIME OF CONSTRUCTION:	October, 2024 to December, 2024
COST OF PROJECT WORK:	
Total Project Budget ¹ : (see attached budget)	\$ 880,000
SOURCES OF FUNDING:	
SPLOST Funds ² :	\$ 880,000
Total:	\$ 880,000

¹ See attached budget.

² \$880,000 of the SPLOST Funds are available for disbursement upon the satisfaction of the Agency's obligations as contained herein. The balance of the SPLOST funds will be made available upon collection and satisfaction of any SPLOST funding obligations having priority.

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this day of, 2024 by and between the Downtown Development Authority and Augusta-Richmond County.

WHEREAS, the DDA has entered into an MOU with the City of Augusta and received SPLOST VII funds for the creation of a loading dock,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties, it is agreed as follows:

1. Engagement: The DDA hereby engages Central Services Department to oversee the construction of the Project.
2. Term and Termination: The term of this agreement shall commence on the date hereof and terminate on May 31, 2024. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of its intent to terminate this Agreement. Either party may terminate this Agreement at any time if the other party is in default of this agreement and fails to cure such default within twenty (20) days of written notice of such default.
3. Program Overview: Contractors will be hired by the DDA in consultation with Augusta Museum of History and with Central Services. During the time of the project regular weekly "program" meetings will be held to discuss progress.
4. Program Hours for Construction: The project Monday through Friday from 7 am until 3:30 pm until completed.
5. Central Services Representation: The Central Services shall have two (2) individuals assigned to the Museum project.
6. Monthly Progress Reports: The Museum shall submit monthly progress reports to DSA and Central Services. These reports are due the 25th of each month and will include construction progress.
7. Communications and Marketing: Space for signage for both the architect of record, the construction company, and other sub-contractors will be provided space by the Museum for signage.
8. Funding Disbursements: DDA agrees to provide funds to the Museum, in the following respective payments, upon written request by the contractor:
 - Payment 1: \$220,000 upon execution of this Agreement.
 - Payment 2: \$220,000.
 - Payment 3: \$220,000.
 - Payment 4: \$220,000 upon completion.
10. Notice: Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a party or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by overnight carrier shall be deemed given on the day after such notice is deposited with such overnight carrier for delivery, and a notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate party as follows: Central Services Department and Downtown Development Authority.
11. Entire Agreement: This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations,

representations, understandings, agreements and contracts of, by or between the parties, express or implied, oral or written, with respect to the subject matter of this Agreement, all of which are fully merged herein.

12. Amendment: This Agreement may not be altered, amended, enlarged, modified, or changed in any respect except by a writing executed by both parties to this Agreement.
13. Further Assurances: Each party shall, at the request of the other party, at any time and from time to time, promptly execute and deliver, or cause to be executed and delivered, such documents and instruments and take such actions as may reasonably necessary or appropriate to carry out the provisions and intent of this agreement and any instruments delivered pursuant to this Agreement.
14. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia without regard to conflicts of laws principles thereof.
15. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
16. Severability: If any term or provision contained in this agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or in-enforceability shall not affect any other provision hereof; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein; and the remainder of the terms, provisions, covenants and conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
17. Counterparts: This Agreement may be executed via any number of counterparts by original or electronic signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all the parties to this Agreement.
18. Relationship of the Parties: The relation between Augusta-Richmond County and the Downtown Development Authority under this agreement shall be that of independent contractors. Neither party hereto shall be considered an agent, employee, joint venture, partner or fiduciary of the other, and, except as otherwise provided herein, neither party shall have authority to act on behalf of the other party or incur any liability for or on behalf of the other party.

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

DOWNTOWN DEVELOPMENT AUTHORITY

By:

Name: _____ Title: _____

AUGUSTA-RICHMOND COUNTY

By:

Name: _____ Title: _____

BUDGET

JOHNSON, LASCHOB & ASSOCIATES, P.C. estimates **\$776,475 - \$880,000**

The project shall include all work (Loading Dock) indicated in the drawings to the west of the Warehouse Building, including all required construction/renovation of the existing west wing addition to Warehouse Building housing the Elevator Equipment Room and HVAC Enclosure. This would include reroofing only the area directly above Elevator Equipment room and new metal caps around the top of the HVAC Enclosure and the west parapet wall of the warehouse area of the Warehouse Building. The project shall require the installation of the expansion joint flashing and counter flashing required by detail 5/A-303. The project shall require the installation of the overhead door 116A according to A-101 and the details on A-801. All project drawings will be available for review.

