MEMORANDUM OF AGREEMENT
Walton County GIS SERVICES

This Agreement made and entered into by and between the Northeast Georgia Regional Commission (hereinafter "NEGRC") and The Walton County Board of Commissioners (Water Department), Georgia (hereinafter "LOCAL GOVERNMENT").

Witnesseth:

The LOCAL GOVERNMENT agrees to engage the NEGRC and the NEGRC hereby agrees to provide GIS Services for the LOCAL GOVERNMENT as described below:

1. **Term**: The term of this Agreement shall commence upon execution and shall continue until October 31, 2027.

2. **Project Overview**: The NEGRC will provide GIS services to the LOCAL GOVERNMENT as specified in **ATTACHMENT A.**

3. **Scope of Work**:

   a. **LOCAL GOVERNMENT Responsibilities:**
      i. Promptly provide the NEGRC access to the data and information requested by the NEGRC that is needed for rendering of services herein. The LOCAL GOVERNMENT shall provide to the NEGRC all such information as is available to the LOCAL GOVERNMENT and the LOCAL GOVERNMENT's consultants and contractors, and the NEGRC shall be entitled to rely upon the accuracy and completeness thereof.
      ii. Designate a person (or persons) to act as the LOCAL GOVERNMENT's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the LOCAL GOVERNMENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the NEGRC's services.
      iii. Respond to inquiries by NEGRC staff regarding the GIS SERVICES in a timely manner, not to exceed five (5) business days.
      iv. Execute applicable documents regarding the GIS SERVICES.
      v. Purchase and maintain the software licensing necessary to perform the Activities under this agreement, as identified in ATTACHMENT A.
      vi. Perform all Activities assigned to the LOCAL GOVERNMENT as outlined in the project implementation schedule, included as **ATTACHMENT A**.

   b. **NEGRC Responsibilities:**
      i. Designate a person (or persons) to act as the NEGRC's representative(s) with respect to the services to be rendered under this Agreement. Such person(s) shall serve as the primary contact to transmit instructions and receive information pertinent to this Agreement and, with oversight from the Director of Planning & Government Services, shall have the authority to interpret and define the NEGRC's policies and decisions with respect to materials, equipment, elements and systems pertinent to this Agreement.
      ii. Respond to inquiries by the LOCAL GOVERNMENT regarding the GIS SERVICES in a timely manner, not to exceed five (5) business days.
      iii. Assist the LOCAL GOVERNMENT with compliance with any and all federal and state procedural requirements related to the GIS SERVICES.
      iv. Notify the LOCAL GOVERNMENT when 80% and 100% of the allotted contract hours have been expended.
      v. Perform all Activities assigned to the NEGRC as outlined in the project implementation schedule, included as **ATTACHMENT A.** If it becomes evident that the Scope of Work cannot be completed reasonably within the hourly allotment of the GIS Service tier selected by the LOCAL GOVERNMENT, the NEGRC will notify the LOCAL GOVERNMENT in writing with a proposed solution.

4. **Compensation**: The LOCAL GOVERNMENT is selecting Tier 4 as noted in Attachment A of NEGRC's GIS Services and agrees to pay the NEGRC a fee of $18,650.00 for providing the services described herein. Work hours performed by the NEGRC in excess of the tier selected by the LOCAL GOVERNMENT will be billed per hour at an additional formulated rate of the next tier. The NEGRC will invoice the LOCAL GOVERNMENT for services rendered quarterly throughout the contract period A final invoice will be issued at project completion. Payment is expected within 30 days of each invoice.

5. **Changes in the work**: Changes to the work shall be authorized in writing by the Chief Elected Official, be accepted by the NEGRC, and describe, as applicable, the revised scope of work, specifications, schedule, deliverables, and compensation. The provisions of this Agreement shall apply to all such revisions.

6. **Ownership of Work Product**: Unless stated otherwise in work orders or writings, after payment in full of the NEGRC's compensation, the LOCAL GOVERNMENT shall be assumed to own all work products developed herein. The NEGRC retains the right to include work product as part its portfolio.

7. **Termination**: This Agreement may be terminated by either party at any time by written notice at least thirty (30) days in advance of the desired termination date. Upon termination, the LOCAL GOVERNMENT shall pay the NEGRC for all reasonable time and expenses incurred to date whereupon the NEGRC shall furnish to the LOCAL GOVERNMENT all work products completed to date.

8. **Severability and Reformation**: Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

9. **Agreement**: This Agreement, including any applicable Attachment(s), constitutes the entire Agreement between the parties and supersedes all prior written and oral understandings between them. This Agreement may not be amended in any respect other than by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date written.

Acting for and on behalf of:
Northeast Georgia Regional Commission
305 Research Drive
Athens, Georgia 30605-2795

_____
Eva Kennedy, Executive Director
Northeast Georgia Regional Commission

Date: _____

_____
Shane Short, Chairperson
Northeast Georgia Regional Commission

Date: _____

Acting for and on behalf of:
Walton County Board of Commissioners
111 S. Broad Street
Monroe, GA 30655

_____
David G. Thompson, Chairman
Walton County Board of Commissioners

Date: _____

ATTACHMENT A

INTENDED PROJECT SCHEDULE
Walton County GIS SERVICES

The following tier framework is provided as a general guide for the LOCAL GOVERNMENT to use as a decision-making tool while assessing their GIS needs. Work hours performed by the NEGRC in excess of the tier selected by the LOCAL GOVERNMENT will be billed per hour at an additional formulated rate of the next highest tier.

NEGRC GIS Service Tiers			
Tiers	Hours From	Hours To	Total For Max Tier Hours
Tier 1	0	50	$5,000
Tier 2	50	100	$9,750
Tier 3	100	150	$14,250
Tier 4	150	200	$18,650

Note: GIS Service Tier Hours expire at the end of the agreement term.

Contract Scope of Work

The following items will be completed during the agreement term.

One-Time Tasks

The following specific projects will be completed during the agreement term.

Activity	Description & Deliverable
Setup, training, support	Take existing GIS Data and set up in a usable format. Train staff on use and how to
	Update. Advise on equipment, license, etc. Support staff in keeping GIS Data up to date.

Data Maintenance and General Tasks

The NEGRC will be available to complete the following tasks either periodically or at the request of the LOCAL GOVERNMENT.

Activity	Description & Deliverable
Assist in updating data	Updated Data

Complementary Services

The NEGRC receives funds from the Georgia Department of Community Affairs (DCA) to complete the following GIS tasks at no expense to the LOCAL GOVERNMENT.

Activity	**Description & Deliverable**
US Census Boundary Annexation Survey (BAS)	Submit annual BAS Survey and create GIS deliverables whenever the LOCAL GOVERNMENT experiences a boundary change
Annexation Report to DCA	Create GIS deliverables that the LOCAL GOVERNMENT needs to submit a annexation report to DCA

Printing Costs

The NEGRC includes one (1) complimentary printed map product per annual contract. Additional printing needs of the LOCAL GOVERNMENT will be billed (in addition to shipping costs) at the rates listed below. Shipping costs vary by size and weight.

Item	**Unit Cost**
24”x36” Map	$12.00
36”x48” Map	$25.00