

MEMORANDUM OF UNDERSTANDING
Thomson-McDuffie County Archway Partnership

This **MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”) is made and entered into as of July 1, 2022 by and among the City of Thomson (the “**City**”), the Board of Commissioners of McDuffie County, Georgia (the “**County**”), the McDuffie County Board of Education (the “**Board of Education**”), the Industrial Development Authority of McDuffie County and the City of Thomson, Georgia (the “**IDA**”), University Hospital McDuffie (the “**Hospital**”), the Thomson-McDuffie Convention and Visitors Bureau (the “**CVB**”), the Thomson-McDuffie Chamber of Commerce (the “**Chamber**”), the Town of Dearing (“**Dearing**”), and Augusta Technical College (the “**Technical College**”), and together with the City, the County, the Board of Education, the IDA, the Hospital, the CVB, the Chamber, Dearing, and the Technical College (the “**Community 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**”).

WHEREAS, Jefferson Energy Cooperative Foundation (“**JEC Foundation**”), and Georgia Power Company (“**Georgia Power**”), and the Thomson Housing Authority (the “**Housing Authority**”) and together with JEC Foundation, Georgia Power, and the Housing Authority (the “**Additional Community Supporters**”) have each agreed to support the activities described in this Agreement;

WHEREAS, each of the Community Partners, the UGA Partners, and the Additional Community Supporters is considered to be a Participant (collectively, the “**Participants**”) in the Thomson-McDuffie County Archway Partnership (“**Thomson-McDuffie County Archway Partnership**”).

WHEREAS, the Participants agree to cooperate in the development, implementation, and continuation of the Thomson-McDuffie County Archway Partnership focusing on community and economic development issues for the Community Partners and Additional Community Supporters; and

WHEREAS, the Participants agree to the creation or continuation of the Thomson-McDuffie County Archway Partnership Executive Committee (the “**Executive Committee**”) to offer the Community Partners and the Additional Community Supporters appropriate representation and influence into the strategic planning and management of the Thomson-McDuffie 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 Thomson-McDuffie County Archway Partnership.
2. Subject to Section III, Paragraph 7 herein, employ a UGA faculty member (the “**Archway Professional**”) who will dedicate time as needed to the project and work directly with the Thomson-McDuffie County Archway Partnership’s Executive Committee. Such Archway Professional may, in the sole discretion of the UGA Partners, be a full- or part-time employee of UGA.

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 Thomson-McDuffie County Archway Partnership and progress being made.

SECTION II

The Community Partners and the Additional Community Supporters 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. Each of the Additional Community Supporters will contribute, subject to its sole discretion, to the UGA Archway Partnership as needed in order to support the activities of the Thomson-McDuffie County Archway Partnership and the UGA Archway Partnership.
3. The Community Partners will pay to the UGA Archway Partnership a total FIXED FEE of \$64,500 for the period beginning on July 1, 2022 through June 30, 2023 (the “FY2023 Community Fee”).
3. The Community Partners are committed to funding the FY2023 Community Fee as follows:

City of Thomson	\$15,000
Board of Commissioners of McDuffie County, Georgia	\$15,000
McDuffie County Board of Education	\$10,000
Industrial Development Authority of Thomson-McDuffie	\$7,500
University Hospital McDuffie	\$5,000
Thomson-McDuffie CVB	\$5,000
Thomson-McDuffie Chamber of Commerce	\$3,000
Town of Dearing	\$2,500
Augusta Technical College	\$1,500

4. The UGA Archway Partnership shall send an invoice to each of the Community Partners for such Community 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:

City of Thomson
Attn: Kenneth Usry, Mayor
P.O. Box 1017
Thomson, GA 30824

McDuffie County Board of Commissioners
Attn: Charles G. Newton, IV, Chairman
210 Railroad Street
Thomson, GA 30824

McDuffie Board of Education
Attn: Mychele Rhodes, Superintendent/Andy Knox, Board Chair
716 N. Lee Street
Thomson, GA 30824

Industrial Development Authority of Thomson-McDuffie
Attn: Steve Dwyer, Chairman
149 Main Street
Thomson, GA 30824

University Hospital McDuffie
Attn: Nic Wood, Administrator
2460 Washington Road Northeast
Thomson, GA 30824-2199

Thomson-McDuffie CVB
Attn: Elizabeth Vance, Executive Director
149 Main Street
Thomson, GA 30824

Thomson-McDuffie Chamber of Commerce
Attn: Debbie Jones, Executive Director
149 Main Street
Thomson, GA 30824

Town of Dearing
Attn: Sean Kelley, Mayor
P.O. Box 520
Dearing, GA 30808

Augusta Technical College
Attn: Beverly Peltier, Director, Institutional Advacement & Augusta Tech College Foundation
3200 Augusta Tech Drive, Building 100, President's Suite
Augusta, GA 30906

5. Expenditures and budgetary allocations for the FY2023 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 Thomson-McDuffie Partners. Subject to any such transfers, the expenditures and budgetary allocations for the FY2023 Community Fee are anticipated to be as follows:

Operating & Project Costs	45%
Personal Services	35%
Travel and Operating Costs	20%

6. The Participants agree to the creation or continuation of the Thomson-McDuffie County Archway Partnership Executive Committee who shall perform the following functions:
- Remit or cause to be remitted the FY2023 Community Fee to the UGA Archway Partnership when due.
 - 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.
 - Evaluate the financial support of the Thomson-McDuffie 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, 2023.

- 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 or the Additional Community Supporters while performing this service and will not be entitled to fringe benefits normally accruing for employees of any of the Community Partners or the Additional Community Supporters.
8. This Agreement shall take effect as of July 1, 2022.
9. The terms of this Agreement shall be from July 1, 2022 through June 30, 2023. 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.

[Remainder of this page left intentionally blank.]

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

City of Thomson, Georgia

Date

Board of Commissioners of
McDuffie County, Georgia

Date

McDuffie County Board of Education

Date

Industrial Development Authority of
McDuffie County and the City of Thomson, Georgia

Date

University Hospital McDuffie

Date

Thomson-McDuffie Convention and Visitors Bureau

Date

Thomson-McDuffie Chamber of Commerce

Date

Town of Dearing, Georgia

Date

Augusta Technical College

Date

Jefferson Energy Cooperative

Date

Georgia Power Company

Date

Thomson Housing Authority

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