

MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
AND CONTROLLER GENERALS' OFFICE
AND THE TOWN OF DEWEY BEACH

THIS AGREEMENT, made and entered into this ____ day of August, 2021, by and between the State of Delaware Office of Management and Budget (hereinafter, the "OMB") and the Controller Generals Office (hereinafter, the "CGO") and the Town of Dewey Beach, Delaware.

WHEREAS, the Town of Dewey Beach desires to manage utility relocation for the Dewey Beach 5G Pole Relocation project, and

WHEREAS, the Office of Management and Budget (OMB) 10-02-11 is appropriated \$375,000.00 in the Fiscal Year 2022 Capital Improvement Project Schedule passed by the 151st General Assembly to provide assistance to the Town of Dewey Beach in connection with the Dewey Beach 5G Pole Relocation project, and

WHEREAS, the Town of Dewey Beach shall be responsible for the management of the relocation project and for the administration of pass-through funds, and

NOW THEREFORE, it is hereby agreed by and between the OMB, CGO and the Town of Dewey Beach for and in consideration of the mutual promises hereinafter set forth:

I. SCOPE OF AGREEMENT

- A. The Town of Dewey Beach shall use the allocated \$375,000.00 for the Dewey Beach 5G Pole Relocation project only.
- B. The OMB shall provide the Town of Dewey Beach project funding within 30 days of the full execution of this agreement.
- C. The Town of Dewey Beach shall provide the OMB and CGO with a project status and a summary of expenditures upon request as well as a final reconciliation of project expenditures to be provided within 90 days of the project completion.
- D. The Town of Dewey Beach shall manage all aspects of the Dewey Beach 5G Pole Relocation project, fiscal responsibilities and sub-contracting/delegation activities.
- E. It is acknowledged by the OMB and CGO that neither will have any ownership or management interest in the Dewey Beach 5G Relocation project.

II. ENTIRE AGREEMENT

- A. This instrument contains the entire agreement of the parties hereto and shall be valid and binding unless amended in writing and signed by the parties hereto.
- B. The undersigned are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the Parties have heretofore set their hands and seals the day and year aforesaid.

TOWN OF DEWEY BEACH

Bill Zolper
Town Manager

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
_____.

NOTARIAL OFFICER

TOWN OF DEWEY BEACH

Dale H. Cooke
Mayor

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
_____.

NOTARIAL OFFICER

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

Cerron Cade
Director

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
_____.

NOTARIAL OFFICER

STATE OF DELAWARE
CONTROLLER GENERALS' OFFICE

Ruth Ann Jones
Controller General

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
_____.

NOTARIAL OFFICER