

**AGREEMENT FOR  
PROFESSIONAL ADMINISTRATION  
BETWEEN BEN HILL COUNTY  
AND THE  
SOUTHERN GEORGIA REGIONAL COMMISSION**

This agreement entered into this 24<sup>th</sup> day of May, 2022 by and between Ben Hill County (hereinafter referred to as **The Local Government**) and the Southern Georgia Regional Commission (hereinafter referred to as **SGRC**).

**WITNESSETH THAT:**

Whereas, **the Local Government** desires to engage the **SGRC** to render certain technical and administrative services, during the time period of May 24, 2022, until March 24, 2025, by assisting **The Local Government** in implementing its **Economic Development Administration (EDA) Investment No. 04-01-07756** approved under the Public Works and Economic Development of 1965, as amended.

**NOW, THEREFORE, the parties hereto do mutually agree as follows:**

I. RETENTION OF THE SOUTHERN GEORGIA REGIONAL COMMISSION

**The Local Government** agrees to retain the **SGRC** and the **SGRC** hereby agrees to perform the services herein set forth.

II. SCOPE OF SERVICES

The **SGRC** shall do, perform, and carry out the following services as needed in a satisfactory, proper, and timely fashion.

- 1) Monitor contract to ensure contracts and contractors are in compliance with the following:
  - a. The contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations;
  - b. The Davis-Bacon Act (40 U.S.C. 276(a) to (a-7), as supplemented by the Department of Labor regulations; and
  - c. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations.
  - d. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) and the Georgia Illegal Immigration Reform and Enforcement Act of 2011.
- 2) Prepare all appropriate notices and attend all Public Hearings.
- 3) Provide necessary assistance in developing and maintaining a filing and records keeping system as required by EDA.

- 4) Provide the necessary assistance in gaining approval for any special conditions to the original grant approval.
- 5) Prepare and submit all disbursement requests.
- 6) Prepare and submit all required reports, fiscal and program.
- 7) Monitor grants project activities, including on-site inspections on a regular basis to review quality of work and contractor compliance with Federal, State, and local regulations and codes.
- 8) Review Program for non-eligible costs.
- 9) Provide the necessary assistance in the final closeout procedures of the grant.
- 10) General Compliance Measures
  - a. Title 50, Chapter 18, Article 4, Official Georgia Code, Georgia Open Records Act.
- 11) Provide Fiscal Management for the EDA program to comply with EDA Audit Standards, including 2 CFR 200, Subpart F.
- 12) Monitor Civil Rights Compliance for **The Local Government** to ensure that the EDA program is in compliance.
- 13) Monitor project for compliance with all environmental regulations.
- 14) Monitor for compliance with all acquisition and relocation regulations.
- 15) Prepare any and all additional documentation that EDA may require for this particular grant.

### III. RETENTION AND ACCESS TO RECORDS

The **SGRC** shall give access to any books, documents, papers, and records directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions to **The Local Government, Department of Commerce-Economic Development Administration**, the Comptroller General of the State of Georgia, Comptroller General of the United States, or any of their duly authorized representatives. The **SGRC** will retain program and financial records for nine (9) years after project close out in accordance with EDA requirements.

### IV. PERSONNEL

The **SGRC** represents that it has, or will secure, all personnel required in performing the services under this contract. Such employees will not be employees of **The Local Government**.

### V. SERVICES TO BE FURNISHED BY BEN HILL COUNTY

**The Local Government** shall:

- 1) Provide space at **The Local Government** appropriate to carry out program activities, and to provide access to this space to **SGRC** personnel assigned to carry out duties under this AGREEMENT.
- 2) Make available to **SGRC** staff any documents, reports, plans, data, studies, contracts, or agreements which are related to the administration of this project.
- 3) Retain program and financial records for 3 years after the project is closed out.
- 4) Contract for independent audits of their financial operations, including compliance with Federal and State law and requirements.

VI. COMPENSATION

The fee for the administration of this project shall be **\$30,000.00**. **The Local Government** will pay the **SGRC** monthly upon receipt of invoices for administrative services.

In the event that the \$30,000.00 Administration Fee proves to be insufficient to complete stated scope of services and/or if stated grant period is extended, additional compensation may be charged for those additional grant related services provided by the **SGRC**. Such charges will be payable from locally generated revenues of **The Local Government**.

VII. CONTRACT MODIFICATIONS

All modifications and changes to this contract shall be in writing. Electronic mail and facsimile communications shall be considered legal and binding correspondence. The original scope of the project, or the completion date, may be altered by either party with written concurrence by both the **SGRC** and **The Local Government**. Such changes shall be specifically designated as a "Change Order" and shall be signed by both parties. The **SGRC** is not authorized or obligated to undertake any work under a "Change Order" until said "Change Order" is signed by both parties. Upon issuing a "Change Order", **The Local Government** shall assure the **SGRC** that there are sufficient funds to cover the additional cost, if any, of the changes to the original scope of the project.

VIII. INDEMNIFICATION

**The Local Government** shall indemnify and hold harmless the **SGRC** and its subcontractors, employees, agents, and representatives from and against any and all suits, additions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorneys' fees arising out of or in connection with OR claimed to arise out of or in connection with any negligent or wrongful error, omission, or act of the **SGRC** or anyone acting in behalf of or in connection with or incident to this contract, or as a result of any work product of the **SGRC**.

IX. TERMINATION OF AGREEMENT

This agreement shall terminate at the end of the grant period or prompt completion of all requirements imposed by the grant. It is further agreed that this agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. **The Local Government** shall reimburse the **SGRC** for any valid expenditures eligible under this agreement that the **SGRC** has incurred up to the date of receipt of termination. Additional expenditures by the **SGRC** during the thirty (30) day period will be incurred only with the permission by **The Local Government**. These approved expenditures will be reimbursed at the date of termination.

BEN HILL COUNTY  
as part “**Local Government**”

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Notary Public

SOUTHERN GEORGIA REGIONAL  
COMMISSION, as “**SGRC**”

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Executive Director

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Notary Public