

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM**

**TUESDAY, FEBRUARY 13, 2024**

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

**INVOCATION AND THE PLEDGE OF ALLEGIANCE**

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA**

Commissioner Anderson made a motion to approve the agenda, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**SPECIAL PRESENTATIONS**

There were no Special Presentations.

**PUBLIC PARTICIPATION**

Chairman Stephens recognized Lacey Shepard who spoke about her concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized Yvena Merritt who spoke about her concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized Elise Boyd who spoke about her concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized Steve Sykes who spoke about his concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized James Meredith who spoke about his concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized Lowell Dollar who spoke about his concerns of the Safer Human Medicine business coming to Decatur County.

Chairman Stephens recognized James Griffin who spoke about his concerns of the Safer Human Medicine business coming to Decatur County.

**APPROVAL OF MINUTES**

Commissioner Davis made a motion to approve the minutes of the Commissioners' meeting held January 23, 2024, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**Consider Vote to Reject the Proposed Abatements and to Reject the Terms Set Out in the Proposed PILOT Agreement – Project Liberty.** Chairman Stephens recognized County Attorney Kirbo who summarized the circumstances that have led up to the rejection of the Project Liberty agreements.

Commissioner Barber made a motion to reject the proposed abatements and to reject the terms set out in the proposed PILOT agreement. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Vote to Disavow the Agreements Signed by the Commission on December 11, 2023 as Authorized Acts – Project Liberty.** Chairman Stephens recognized County Attorney Kirbo who summarized the circumstances that have led up to disavow the Project Liberty agreements. Vice Chairman Brinson made a motion to disavow the agreements signed by the Commission on December 11, 2023 as Authorized Acts for Project Liberty. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Lisa Jones-Engel, Ph.D., Senior Science Advisor – Primate Experimentation.** Chairman Stephens recognized Lisa Jones-Engel of PETA who spoke about the concerns of the Safer Human Medicine business coming to Decatur County.

**Emergency Medical Services Update.** Chairman Stephens recognized Operations Manager Randy Williams who stated Decatur County sent out requests for proposals for EMS operations after Grady Health Systems stated they were ending the current contract with Decatur County as of June 30, 2024. Operations Manager Williams stated four proposals were received, after reviewing the proposals thoroughly two proposals have been selected for the Commissioners to consider. A work session will be scheduled prior to the next regular meeting to allow the commission members the opportunity to meet the representatives and hear the proposals from each service provider.

**Consider Consultant Agreement for Assistance to Firefighters Grant Application.** Chairman Stephens recognized Training Chief Jamie Earp who stated he is requesting the Board to approve an agreement with JMCM Consulting to assist in pursuing grant funds to purchase AED equipment. Training Chief Earp stated the Fire Department has previously been successful in receiving grant funds with using JMCM Consulting. If the grant is approved it would be in the amount of \$37,700 with JMCM Consulting receiving a ten percent fee. Commissioner Barber made a motion to approve the agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Administrative Consultant and Engineering Firm for 2024 CDBG Application.** Chairman Stephens recognized County Administrator Thomas who stated that a Request for Qualifications for an Administrative Consultant to submit a CDBG application for 2024 was advertised and four proposals were received. A three-member committee reviewed the submitted proposals. The committee evaluated and scored each firm that responded and recommended the firm of Sunbelt Consulting, LLC as the provider for the 2024 CDBG Administrative Consultant and County Administrator Thomas recommends approval by the Board. Commissioner Barber made a motion to approve Sunbelt Consulting, LLC as the Administrative Consultant for the 2024 CDBG application. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

County Administrator Thomas stated that the Request for Qualifications for an Engineering Firm provider for the project was advertised and three proposals were received. A three-member committee reviewed the submitted proposals. The committee evaluated and scored each firm that responded and recommended the firm of Watkins and Associates as the provider for the 2024 CDBG Engineering Firm and County Administrator Thomas recommends approval by the Board. Commissioner Barber made a motion to approve Watkins and Associates as the Engineering Firm for the 2024 CDBG application. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Administrative Consultant and Engineering Firm Agreements for 2024 CDBG Application.** Chairman Stephens recognized County Administrator Thomas who stated based on the previous vote a copy of the proposed agreements for Sunbelt Consulting, LLC and Watkins and Associates for the 2024 CDBG were included in their packets and is recommending approval by the Board. County Administrator Thomas also stated no funds will be required if the 2024 CDBG grant is not approved, but if approved the grant will specify the rates that will be paid to the consultants.

Vice Chairman Brinson made a motion to approve the agreement with Sunbelt Consulting, LLC, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Vice Chairman Brinson made a motion to approve the agreement with Watkins & Associates, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval to Remove Trees South of Runway 14/32.** Chairman Stephens recognized County Administrator Thomas who stated in their packets is a letter from Georgia Department of Transportation which inspects and licenses the Airport. On the last inspection dated January 4, 2024, GDOT found a number of tree obstructions which require removal from the clear approach to the threshold of the runway. County Administrator Thomas stated trees are already being removed from Airport property, however, there are a number of trees on the private property of Kevin Rentz. Mr. Rentz has agreed to allow the trees to be removed from his property at no cost to Decatur County. County Administrator Thomas is requesting the authority to allow Decatur County employees to go on the property of Kevin Rentz to remove the trees causing the obstruction to the runway. Mr. Rentz has also agreed to enter into an easement agreement to maintain the threshold to the runway. County Administrator Thomas is recommending approval by the Board to proceed with removing the tree obstructions and the easement. Commissioner Davis made a motion to approve the removal of trees from the runway obstruction. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

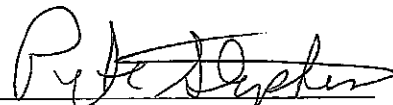
**Consider Approval of Errors & Releases.** Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Vice Chairman Brinson made a motion to approve the Errors and Releases. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

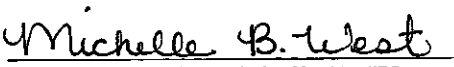
**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming.

**ADJOURN**

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved:   
Chairman, Pete Stephens

Attest:   
County Clerk, Michelle B. West



# JMCM consulting

## AUTHORIZATION TO ENGAGE JMCM CONSULTING

### SCOPE OF WORK

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the Assistance to Firefighter Grant Program(s). The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

### PROJECT SCHEDULE

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets are received, CONSULTANT will begin work on the application.

Client will be provided actual dates, once FEMA publishes the application period dates.

Once the final application is loaded to FEMA's GO portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

### PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount. This fee is NOT included in the project cost request. It cannot be paid from grant funds the department may receive. It must be paid from the Client's general fund as a fee for professional services. No grant funds from any federal program can be used to pay consulting fees.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant funds, professional service fees will be due in full 30 days from date of grant official award.

**This agreement will remain in effect for the current and subsequent years, until cancellation by either party by written notification.**

## JMCM Consulting

### STANDARD TERMS AND CONDITIONS

#### 1. GENERAL

- 1.1 Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so.
- 1.2 Each party acknowledges that this agreement and the conditions contain the whole agreement between the parties and that it is not relied upon any oral or written representations made to it by the other or its employees or agents.
- 1.3 CONSULTANT is not the employee of the CLIENT and affirms that no CONFLICT OF INTEREST exists.
- 1.4 This agreement remains in effect for current and subsequent years until cancelled in writing by either party.

#### 2. CLIENT'S RESPONSIBILITIES

- 2.1 Designate CLIENT's representative that has the authority to provide information and instructions to the CONSULTANT.

- 2.2 Provide CONSULTANT with all information needed to develop the project proposal, including, but not limited to, financial records, operation records, budgets, revenue sources, incident records and all other information requested by the CONSULTANT pertaining to this project.
  - 2.3 CLIENT certifies information provided to the CONSULTANT is accurate and correct and will not hold CONSULTANT responsible for inaccurate or incomplete information provided by the CLIENT.
  - 2.4 Obtain consents and approvals necessary to prepare the project proposal and submit the application.
  - 2.5 Notify CONSULTANT when CLIENT learns of any development that affects scope or timing of CONSULTANT's services.
  - 2.6 CLIENT agrees to follow procurement laws as defined by FEMA and CLIENT'S governmental authority.
  - 2.7 CONSULTANT agrees to prepare all procurement specifications generically so as to avoid conflicts of interest.
3. PERIOD OF SERVICE
    - 3.1 CONSULTANT will prepare the project proposal to submit for funding consideration to the Assistance to Firefighter Grant Program(s) during the published application period.
    - 3.2 Once the application period is published, the CLIENT will be promptly notified.
    - 3.3 The CONSULTANT will assist with the project until the closeout documents are submitted and approved at which time the CONSULTANT will provide the CLIENT written notification that services for this project are completed.
4. PROJECT COSTS
    - 4.1 CONSULTANT will provide professional project development and administrative services for 5% of the federal funded grant amount. Once the total cost of the project is determined, the CLIENT will be notified of this amount.
    - 4.2 CLIENT understands that project development services are provided at no charge.
5. CONSULTANT'S OUTPUT, MATERIALS AND INFORMATION
    - 5.1 All tangible and intellectual items prepared by CONSULTANT, such as project narratives or information or (without limit) any other materials created or provided pursuant to this contract by the CONSULTANT are considered intellectual property and shall be and remain the CONSULTANT's property and copyright. CLIENT may retain copies for reference, but any substantive reuse on another project; in whole or in part; or distribution to a third party by any means without CONSULTANT's written consent is prohibited.
    - 5.2 CONSULTANT shall not unreasonably withhold or deny written permission for the CLIENT to disclose the narrative created by the CONSULTANT to the CLIENT's attorneys, accountants, auditors or other professional agents associated with the entity for the purposes of conducting usual audits and other business of the CLIENT.
    - 5.3 CLIENT agrees they will not copy, share or distribute information contained in the project proposal or grant application with anyone other than the aforementioned.
    - 5.4 CLIENT agrees that if the CONSULTANT's work product is distributed or shared without the CONSULTANT's permission, CLIENT will be responsible for payment of the 5% professional services fee due to distribution without authorization.
    - 5.5 CLIENT agrees that if a project application is created and submitted pursuant to this Agreement is denied, and the CLIENT does not retain the CONSULTANT to assist with resubmission of this project; and CLIENT resubmits any or part of the information contained in the CONSULTANT's work product, such an act will be considered a continuance of the of this original agreement; therefore professional fees will be due to the CONSULTANT if the project is successfully awarded funding in the same manner as this original agreement.
    - 5.6 CONSULTANT undertakes not at any time to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Client.
6. PAYMENT
    - 6.1 If CLIENT receives an AFGP award, CONSULTANT will submit an invoice for payment, due within 30 days of the published award date.

6.2 If CLIENT fails to make payment within thirty (30) days of receipt of invoice, a monthly late fee of 1.5% of balance due will be applied. In addition, CONSULTANT may give written notice to suspend services until paid in full or payment arrangements have been made.

6.3 CONSULTANT's compensation shall not be reduced by any amounts.

6.4 This agreement may be terminated without cause by either party before completion of services; however, 100% of the professional services will be payable within the terms set forth in the agreement.

7. SERVICES UPON PROJECT FUNDING

7.1 CONSULTANT agrees to provide the following services for the CLIENT upon receipt by the CLIENT of an official grant award notification. These services will be provided to the extent agreed upon between the CONSULTANT and the CLIENT.

7.1.1 CONSULTANT will assist CLIENT with submission necessary performance reports or other documentation as required by AFGP.

7.1.2 CONSULTANT will assist CLIENT with submission of required documents to complete/close the awarded grant.

7.1.3 If requested, CONSULTANT will assist CLIENT with development and/or review of equipment specifications.

7.1.4 CONSULTANT will assist CLIENT with understanding procurement requirements as defined by FEMA and CLIENT'S local jurisdiction.

8. MISCELLANEOUS

8.1 The agreement shall be governed by the laws of the State of Alabama and Chambers County, Alabama.

8.2 Failure on the part of the CONSULTANT to remedy any breach of its obligations hereunder within a reasonable time following written notice from the CLIENT which refers to this clause; specifies the breach with full particulars; indicates how the breach is to be remedied and specifies the CLIENT's opinion of a reasonable time for remedy.

8.3 CLIENT agrees that CONSULTANT reserves the right to withdraw from the project if the CLIENT fails to follow his/her advice or engages in conduct which makes continued administration of the project difficult or if the CLIENT directs the CONSULTANT to engage in conduct which CONSULTANT perceives as unethical or illegal or in direct conflict to AFGP program guidance.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program. Signature certifies that Standard Terms and Conditions have been read and agrees to all conditions.

Client certifies that the person signing this contract has the authority to contractually obligate the department for the professional services set forth in this agreement. If this statement is determined to be untrue, the person signing this contract understands they will be personally responsible for all fees associated with this agreement.

JMCM Consulting, LLC.

By: Cindy Tubbs Monroe, President

*Cindy Tubbs Monroe*

PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

Fax (334) 864-0147 or (800)-211-9006

[cmonroe@jmcmconsulting.com](mailto:cmonroe@jmcmconsulting.com)

Signature:	<u><i>Pete Stephens</i></u>
Name:	<u>Pete Stephens</u>
Title:	<u>Chairman</u>
Department:	<u>Administration</u>
Date:	<u>12-13-2024</u>

### Third Party Authorization for Account Access

This document serves as authorization for JMCM Consultants (hereafter JMCM) to access, operate and make necessary authorized edits to the named entity's account in the following systems for the purpose of managing the entities grant(s):

This includes the following systems:

- ✓ FEMA Grant Outcomes (GO) web portal (go.fema.gov) (act as Authorized Organization Representative)

Required information:

- Providing the username and password to JMCM Consultants
- Providing the email address associated with the account(s).
- **Name one (1) primary contact (with name, email, phone number) for the entity that JMCM will work with.**
- Immediately notifying JMCM whenever any change is made to the account such as entity's bank account, point of contact, or password.

JMCM agrees they will not disclose the username, password, or any individual information to anyone except the primary contact without written permission from the primary contact or person authorized to conduct business for the entity (for example Board Chairman, President, Fire Chief, City Manager, City Clerk, etc.)

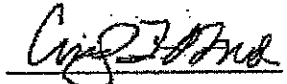
It is understood, the entity is responsible for the accuracy of information entered into each of these portals. JMCM will enter information that is provided and approved by the entity. Entity reserves the right to request changes to this information at any time. JMCM will not be held responsible for any errors or omission of information.

This authorization will remain in effect until revoked in writing by the entity. All request for revocation should be addressed hard copy to:

Cindy Monroe, President, JMCM Consulting, LLC. PO Box 252, Five Points, Alabama 36855.

JMCM Consulting, LLC.

By: Cindy Tubbs Monroe, President



PO Box 252, Five Points, Alabama 36855

Office (334) 864-0094

Fax (800)-211-9006

cmonroe@jmcmconsulting.com

Signature:	<u>Pete Stephens</u>
Name:	<u>Pete Stephens</u>
Title:	<u>Chairman</u>
Department:	<u>Administration</u>
Date:	<u>12-13-2024</u>

**AGREEMENT**  
**FOR ENGINEERING AND RELATED**  
**PROFESSIONAL SERVICES**

THIS AGREEMENT made as of 13<sup>th</sup> day of February, 2024, by and between the **DECATUR COUNTY BOARD OF COMMISSIONERS** hereinafter referred to as the "Client", and **WATKINS & ASSOCIATES, L.L.C.**, hereinafter referred to as the "Consultant".

WHEREAS, the Client intends to implement a grant award program under the Community Development Block Grant and other funding sources which will be paid for in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant Program as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs, (hereinafter referred to as DCA); and

WHEREAS, the Client requires certain technical services for the implementation of such grant award program; and

WHEREAS, the Client recognizes that the Consultant has the expertise which it requires; and

WHEREAS, the Parties hereto are desirous of entering into an agreement for Consultant to furnish the various technical services hereinafter described which the client requires.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:



## I. SELECTION OF CONSULTANT

The Consultant has been selected by the Client following an objective review of the Consultant's ability to provide the specified services, in compliance with local standards for procurement of professional services and Federal Circular No. A-102.

## II. SCOPE OF SERVICES

### 1. Services by Consultant:

The Consultant shall perform all the necessary surveying, engineering design, preparation of Contract Documents, specifications and Contract Administration specified in this Agreement in connection with the Client's Funding Program, (hereinafter referred to as "the Project") as follows:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits.
- Prepare Construction Plans for project. The plans shall consist of: Soil and Erosion Control Plan; Plan to include topo, alignment and piping; water & Sanitary Sewer improvements, Summary of Quantities Sheet; and Details that meet Georgia Department of Transportation Standards.
- Preparation of all necessary drainage easement drawings (if needed) and documents. Easements to be obtained by the Decatur County Board of Commissioners.
- Submit and obtain required permits and approvals from the appropriate government agencies (i.e. Erosion Control Permit, NPDES Notice of Intent, U.S Corps of Engineers, etc.).
- Assist the Decatur County Board of Commissioners in advertising for bids. Hold bid opening and prepare Bid Tabulation and Recommendation of Award.
- Prepare all Contract Documents and submit to the Decatur County Board of Commissioners for review and approval.
- Attend Pre-Construction Conference and issue Notice to Proceed.
- Provide and perform Construction Review Services.

- Review Contractor's payment request. Prepare necessary change orders.
- Provide Final Construction Review.

2. Obligation of Client:

The Client shall provide all the necessary support to assist Consultant in the performance of its services outlined above regarding the project as follows:

- (a) Provide timely overall policy direction for project.
- (b) Provide legal services incidental to or necessary for: entering contracts or resolving contract disputes, acquisition of rights-of-way and exercise of eminent domain.
- (c) Inform Consultant of and assist Consultant with any unusual site conditions.
- (d) Obtain easements and/or rights-of-way necessary for design and construction of the project; and
- (e) Make itself, its employees, and officials available to Consultant for timely consultation and decision-making.

III. TIME OF PERFORMANCE:

Upon execution of this Contract and commitment by a grant funding agency or other funds to the Client, Consultant will commence performance of its services hereunder, and will complete same within a time period required to meet project schedules.

IV. COMPENSATION:

In consideration of services rendered under the provisions of this Contract, the Client will pay the Consultant fees for services as indicated in the Preliminary Engineering Report submitted to the Decatur County Board of Commissioners and the Department of Community Affairs.

V. METHOD OF PAYMENT:

Compensation for services rendered and associated expenses under this Contract shall be made in monthly payments in proportion to progress on project activities as billed by the Consultant.

VI. THE PROJECT:

The project for which the grant funds have been or will be committed is generally described as follows:

**FY-2024 Community Development Block Grant**  
**CDBG Project No.: To Be Determined**

VII. NOTICES AND REPRESENTATIVES:

- (a) All notices required herein between the parties hereto shall be given in person or by mail and if by mail such notice shall be considered as given on the date following date of mailing in the United States Mail with proper postage affixed thereto and addressed as follows, which are the respective names and addresses of the Client and Consultant:

CLIENT: **DECATUR COUNTY BOARD OF COMMISSIONERS**

ATTENTION: **Mr. Pete Stephens, Chairman**

CONSULTANT: **WATKINS & ASSOCIATES, L.L.C.**

1606 Whiddon Mill Road

Tifton, GA 31793

ATTENTION: **Stacy Watkins, P.E.**

- (b) The persons to whose attention the notices described in subparagraph (a) above are to be directed shall be the respective representatives of the Client and the Consultant who will act as liaisons for administration of the Contract.


VIII. TERMS AND CONDITIONS:

The terms and conditions attached hereto as "Exhibit A" are expressly understood and are mutually agreed to by the Parties hereto. The said terms and conditions are hereby incorporated herein and made a part of this agreement by this reference.

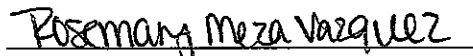
IN WITNESS WHEREOF the Parties have made and executed, sealed and delivered in duplicate as of the day and year first above written, each of the said Parties keeping one of the copies hereof.

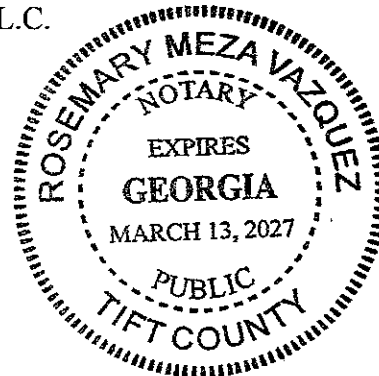
CONSULTANT: WATKINS & ASSOCIATES, L.L.C.

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

  
Stacy Watkins, P.E.

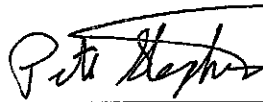
ATTEST: \_\_\_\_\_

  
Rosemary Vazquez, Notary




CLIENT: DECATUR COUNTY BOARD OF COMMISSIONERS

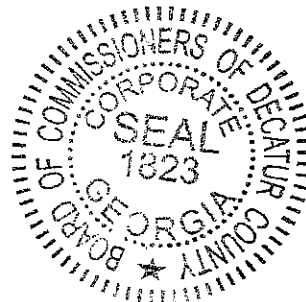
By: \_\_\_\_\_



Mr. Pete Stephens, Chairman

ATTEST: \_\_\_\_\_

  
Michelle West, County Clerk



**EXHIBIT "A"**  
**TERMS AND CONDITIONS**

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Termination by Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.
3. Changes. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.
  - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
5. Reports and Information: The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
6. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract. These records will be made available for audit purposes to the

Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
9. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
  - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
  - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11245 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
16. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.
18. Architectural Barriers. The Consultant and Client do hereby acknowledge and agree that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.
19. Rehabilitation Act of 1973, Section 504 Handicapped.
  - a. The engineer will not discriminate against any applicant for the employment or employee because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The engineer agrees to take affirmative action to employ, advance in employment and otherwise treat handicapped individuals without discrimination based on their physical or mental handicap in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - b. In the event of the engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders for the Secretary of Labor issued pursuant to this Act.
  - c. The engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the owner or contracted administrator for this program. Such notices shall state the engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - d. The engineer will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and



is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals.

- e. The engineer will include the provisions of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of this Act, so that such provisions will be binding to each subcontractor or vendor. The engineer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provision, including action for noncompliance.
20. Termination. Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the consultant shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the consultant shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/Consultant may terminate this contract by giving written notice to the consultant of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the consultant shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work. Furthermore, the consultant will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the consultant during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.
  21. Liquidated Damages for Delays. There will be no liquidated damages for this contract.
  22. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
    - a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
    - b. To any acts of the Owner.
    - c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

- d. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period commensurate with the period of excusable delay.

**Basis of Selection of Engineering Consulting Services**

The Decatur County Board of Commissioners, pursuant to the implementation of our CDBG Award, has solicited proposals from interested, qualified firms to provide engineering consulting services. An ad was published on the Georgia Procurement Registry, on the bulletin board at the Decatur County Administrative Offices Building, and in the Bainbridge Post-Searchlight newspaper, and a RFP was mailed to various firms to solicit proposals. The qualifications of respondents were evaluated as per the following criteria:

- Ability to provide the disciplines necessary for this project.
- Firm's experience with this type of construction.
- Key personnel experience with this type of construction.
- Quality of reference information.
- Experience with CDBG projects.
- Competitive prices.
- Firm could meet PER/PAR deadline.
- Firm carries Errors and Omissions Insurance.

Based on a review of the proposals received, Watkins & Associates, LLC has been selected as Engineering Consultants for our CDBG project. A contract will be negotiated with them in accordance with our interpretation of the Procurement Standards for Federally Funded projects.

2-13-2024

Date

*Pete Stephens*

Pete Stephens, Chairman

*Michelle West*

Attest

Michelle West, County Clerk



**County Attorney Review of Contract**

I, Bruce Kirbo, Jr have reviewed the proposed contract between Watkins & Associates, LLC and the Decatur County Board of Commissioners which provides for the provision of project engineering services. I have determined that the contract is consistent with local procurement practices and applicable CDBG regulations.

2-13-2024

Date

Bruce W. Kirbo Jr

County Attorney

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT is made and entered into as of 2/13/2024 (effective date), by the **DECATUR COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as "Client," and **SUNBELT CONSULTING, LLC**, hereinafter referred to as "Consultant," and

Whereas, the Client intends to apply for grants under the Community Development Block Grant (CDBG) Program, which, if funded, will be paid in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs (hereinafter referred to as "DCA"); and

Whereas, the Client requires administrative services for the development and completion of the application for such grant program and successful administration of the grant and completion of the project if grant funding is awarded ; and

Whereas, the Parties hereto are in mutual agreement to enter into a contract for the Consultant to furnish the various technical and administrative services herein described, which client requires; and

Whereas, the Client at a meeting held on 2/13/2024, adopted a resolution or motion authorizing the entering of this agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

### **I. SELECTION OF CONSULTANT**

The consultant has been selected by the Client following an objective review of the Consultant's abilities to provide the specified services, in compliance with local standards for procurement of professional services and the regulations governing the CDBG program.

### **II. CONSULTANT'S SCOPE OF SERVICES**

#### **A. Grant Application (Pre-Award):**

The Consultant shall perform all the necessary services specified in this Agreement in connection with completion of applications for Community Development Block Grant as follows:

1. Furnish necessary preliminary project definition and cost estimates, based on known, existing conditions;
2. Assist Client in obtaining documentation to establish community need and eligibility for such block grants;
3. Assist Client in the completion of applications and all supporting documents necessary to apply for said grants; and
4. Furnish consulting services incidental to the above.
5. Adhere to all applicable requirements in the CDBG Applicants and Recipients Manuals,

as well as to other directives issued by Georgia DCA.

**B. Grant Administration (Post-Award)**

The consultant shall perform all necessary services specified in this Agreement in connection with administration of Community Development Block Grant Awards as follows:

1. Assist Client in establishing Project files;
2. Assist Client in establishing and maintaining financial record keeping systems;
3. Assist Client in bidding, contracting, and supervising project activities;
4. Provide technical assistance on administrative items necessary to successfully complete projects as required by the terms of the CDBG program.

**III. RESPONSIBILITIES OF CLIENT**

The Client shall provide all necessary support to assist the Consultant in the performance of services outlined above in connection with the completion of applications for Community Development Block Grants, and administration of projects should grants be awarded as follows:

1. Make itself, its employees and officials available to Consultant and its staff for timely consultation and decision making.
2. Obtain income and population data in project areas as specified by Consultant;
3. Provide resolutions and data needed by Consultant from Client as may be necessary to properly complete such applications;
4. Provide all other reasonable and necessary support and information required by Consultant, which may be necessary to complete such applications;
5. Provide adequate office space and clerical staff for maintenance of project files;
6. Provide timely overall policy direction for projects;
7. Provide legal services incidental to or necessary for entering into contracts, resolving contract disputes, acquisition of rights-of-way or related project issues;
8. Provide necessary accounting and audit services;
9. Maintain Qualified Local Government status;
10. Provide all other reasonable and necessary support required by the Consultant as may be necessary to complete projects; and
11. Client agrees to submit Grant Applications to the Department of Community Affairs upon completion by the Consultant by the application deadlines specified by DCA for funding cycles.

**IV. ADDITIONAL SERVICES**

A. Services not included within the Consultant's Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Consultant's services but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Consultant. Additional Services include, but are not limited to, the following:

1. Services resulting from significant changes in the scope, extent, or character of the Project after grant award including, but not limited to:
  - a) Changes in project size requiring submittal of a scope revision to DCA;
  - b) Excessive project timeline extension(s) due to delayed work by other consultants or contractors – as defined in Section 5 of the Recipients' Manual, latest edition – that

results in an extension more than six (6) months beyond the DCA approved grant period given in the Statement of CDBG Award;

- c) Increases to project complexity that results in the addition of work not outlined in the approved grant application; and
  - d) method of financing of the Project.
2. Furnishing services of Consultant's Sub-Consultants, if any, for services other than those outlined in the Scope of Services, if any.
  3. Assistance with funding alternatives including, but not limited to, loan/funding applications, grant writing, reports, rates studies, etc. not specifically detailed in the Scope of Services.
  4. Other services performed or furnished by Consultant not otherwise detailed or provided for in this Agreement.

#### V. TIME OF PERFORMANCE

- A. Upon execution of this agreement, the Consultant will commence performance of services hereunder, and will complete same within a time period that will allow applications to be submitted by the application deadlines specified by DCA for the funding cycles.
- B. Upon award of grants, the Consultant will commence performance of services hereunder, and will complete same in a timely manner as specified by the implementation schedule contained in the application and reasonable progress as determined by actual project conditions.

#### VI. COMPENSATION

In consideration of the services rendered under the provisions of this Agreement, the Client will pay the Consultant fees for services rendered as follows:

- A. If application is approved and funded, Client will pay the Consultant the amount specified in the grant for administrative services.
- B. Compensation for services rendered under this agreement shall be paid in proportion to progress on Project activities as billed by the Consultant.
- C. No fees or compensation are owed to the Consultant if grant applications are not funded, except as noted in items VI.D, VI.D.2, and VI.D.3. The consultant will be afforded the opportunity to resubmit the application in the next fiscal funding cycle, not to exceed two funding cycles.
- D. The Consultant will be paid the sum of \$10,000, plus out-of-pocket expenses not to exceed \$1,000 in the event of the following:
  1. The client elects not to resubmit the application if not funded in the first fiscal funding cycle or permits some other entity to resubmit the application.
  2. The Client elects to terminate project after grant award.
  3. The application is disqualified after submittal due to the Client's failure to maintain Qualified Local Government status.

#### VII. DISCLAIMER OF WARRANTIES

Client understands and acknowledges that the awarding of grants which will be applied for pursuant to this Agreement, are subject to numerous variables, including, but not limited to, availability of funds, amount requested, size of projects, number of applications received, type of projects, and certain intangibles. Therefore, Client understands that Consultant has not and

does not make any warranties, representations, or guarantees that applications will be approved or funded.

**VIII. THE PROJECTS**

The projects for which said grant applications shall be submitted are generally described as follows: Community Development Block Grant Applications and Projects for the Client.

**IX. TERMS AND CONDITIONS**

In addition to the scope of work to be performed as described in Section II, this contract shall be governed by the Terms and Conditions outlined in Exhibit A that are incorporated herein.

**X. TERM OF AGREEMENT**

The terms of this Agreement shall be from **FEBRUARY 2024**, through **OCTOBER 2026**. This Agreement shall automatically renew for successive one-year periods unless either party gives thirty (30) days' notice prior to the end of a term. The Client's right to terminate shall be subject to Section VI COMPENSATION.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of the day and year first above written.

**DECATUR COUNTY  
BOARD OF COMMISSIONERS**

**SUNBELT CONSULTING, LLC**

By: *Pete Stykes*

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

ATTEST: *Michelle B. West*

ATTEST: \_\_\_\_\_

DATE: 2-13-2024

DATE: \_\_\_\_\_





**EXHIBIT A**  
**TERMS & CONDITIONS**

I. Basic Agreement

- A. Consultant shall provide, or cause to be provided, the services set forth in this Agreement, and Client shall pay Consultant for such Services as set forth in Section VI.

II. General Considerations

The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

III. Changes & Additional Services

- A. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

- B. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth in Section II CONSULTANT'S SCOPE OF SERVICES, as outlined in Section IV ADDITIONAL SERVICES.

- C. Client shall pay Consultant for such additional services as follows:

1. For additional services of Consultant's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Sub-consultant's charges, if any. Hourly rates are as follows:

Principal / Project Manager	\$ 125 / hour
Grant Manager	\$ 85 / hour
Clerical	\$ 50 / hour

2. In lieu of hourly rates, Client and Consultant may agree to a lump sum amount, not to exceed a defined total, for the execution of additional services.

IV. Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation, or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the opinion of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2. Termination by Mutual Consent

This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid fees for the services provided and expenses incurred up to the termination date.

V. Personnel

- A. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.
- B. All the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.

VI. Successors, Assigns, and Beneficiaries

- A. Client and Consultant each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Consultant (and to the extent permitted by paragraph VI.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Provided, however, that claims for money by the Consultant from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

VII. Miscellaneous Provisions

A. Reports and Information

The Consultant, as such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs, and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

B. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Client to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Client or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Client.

C. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the consultant are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

D. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

VIII. Compliance

A. Compliance with Local Laws

The Consultant shall comply with all applicable laws, ordinances, and codes of the State and Local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

B. Equal Employment Opportunity

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during this employment, without regard to race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
2. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
3. The Consultant will comply with the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11245 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The Consultant will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
  8. The Consultant will take such action with respect to any subcontract or purchase order as the Client may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Client, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- C. Civil Rights Act of 1964
- Under Title VI of the Civil Rights Act of 1964, no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- D. Section 109 of the Housing and Community Development Act of 1974
- No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- E. Section 3 Compliance in the Provision of Training Employment and Business Opportunities
1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.170u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
  2. The parties to this contract will comply with the provisions of said Section 3 and the

regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding up on the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**F. Interest of Members of a Public Body**

No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

**G. Interests of Other Local Public Officials**

No members of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

**H. Interest of Consultant and Employees**

The consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performances of his/her services hereunder. The consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

I. Georgia Energy Code

The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.

J. Architectural Barriers

The Consultant and Client do hereby acknowledge and agree that provisions of the State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.

K. Rehabilitation Act of 1973. Section 504 Handicapped.

1. The Consultant will not discriminate against any applicant for the employment or employee because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat handicapped individuals without discrimination based on their physical or mental handicap in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
2. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders for the Secretary of Labor issued pursuant to this Act.
3. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the owner or contracted administrator for this program. Such notices shall state the engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
4. The Consultant will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals.
5. The Consultant will include the provisions of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of this Act, so that such provisions will be binding to each subcontractor or vendor. The engineer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provision, including action for noncompliance.

**Basis of Selection of Administrative Consulting Services**

The Decatur County Board of Commissioners, pursuant to the implementation of our CDBG Award, has solicited proposals from interested, qualified firms to provide administrative consulting services. An ad was published on the Georgia Procurement Registry, on the bulletin board at the Decatur County Administrative Offices Building, and in the Bainbridge Post-Searchlight newspaper, and a RFP was mailed to various firms to solicit proposals. The qualifications of respondents were evaluated as per the following criteria:

- Consultant's knowledge of CDBG Guidelines and regulations.
- Years of experience.
- Capacity to complete scope of work.
- Consultant's past performance.
- Consultant's experience in administration of this type of project.
- Consultant's current workload.
- Consultant's fee.

Based on a review of the proposals received, Sunbelt Consulting, LLC has been selected as Administrative Consultants for our CDBG project. A contract will be negotiated with them in accordance with our interpretation of the Procurement Standards for Federally Funded projects.

2-13-2024  
Date

Pete Stephens  
Pete Stephens, Chairman

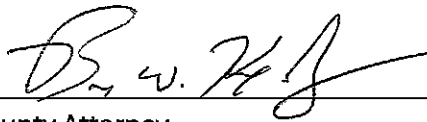
Michelle West  
Attest  
Michelle West, County Clerk



**County Attorney Review of Contract**

I, Bruce Kirbo, Jr have reviewed the proposed contract between Sunbelt Consulting, LLC and the Decatur County Board of Commissioners which provides for the provision of project administrative services. I have determined that the contract is consistent with local procurement practices and applicable CDBG regulations.

2/13/2024  
Date

  
County Attorney