

Request for Board of Commissioners' Action

From: Vicki Parrish, County Clerk Date: October 29, 2019

Subject: SGRC Professional Services Agreement Item Number: VIII - A

Please find attached the Professional Services Agreement with the Southern Georgia Regional Commission for the 2019 CDBG grant. This agreement mirrors agreements that have been presented in the past for services required to administer the CDBG grants.

VII. COMPENSATION

The fee for the administration of this project shall be \$25,000. The Local Government will pay the SGRC monthly upon receipt of invoices for administrative services.

Chairman will need a motion to approve the agreement and authorize his endorsement on the same.

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no Motion carried/ failed

**AGREEMENT FOR
PROFESSIONAL ADMINISTRATION
BETWEEN COOK COUNTY, GEORGIA
AND THE
SOUTHERN GEORGIA REGIONAL COMMISSION**

This agreement entered into this 1st day of October 2019 by and between Cook County, Georgia (hereinafter referred to as **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 October 1, 2019, until October 16, 2021, by assisting the **Local Government** in implementing its **Community Development Block Grant No. 19p-y-037-1-6058** approved under the Housing and Community Development Act of 1974, as amended, and as implemented by the most current HUD regulations (24 CFR, Part 570).

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.

- I) 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 DCA.
- 4) Provide the necessary assistance in gaining approval for any special conditions to the original grant approval.
- 5) Prepare and submit all draw-downs.
- 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.
 - b. State of Georgia Community Development Block Grant Program Regulations, and adherence to all requirements in the applicable CDBG Applicants' and Recipients' manuals.
- 11) Provide Fiscal Management for the CDBG program to comply with HUD/DCA Audit Standards, including 24 CFR Part 85; Federal OMB Circular A-133; and Federal OMB Circular A-87.
- 12) Monitor Civil Rights Compliance for the **Local Government** to ensure that the CDBG program is in compliance with:
 - a. Title VI – Civil Rights Act of 1964.
 - b. Title VIII of the Civil Rights Act, 1968 (Fair Housing Act), as amended.
 - c. Section 109 – Title I – Housing and Community Act of 1974.

- d. Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
 - e. Executive Order 11246 – Equal Employment Opportunity, as amended by Executive Order 11375, Part II and III.
 - f. Executive Order 11063 – Equal Employment Opportunity, as amended by Executive Order 12259.
 - g. Section 3 of the Housing and Development Act of 1968, as amended Section 118 of Title I, Community Development and Housing Act, 1974, and implemented by HUD regulations.
 - h. Georgia Department of Community Affairs Civil Rights Compliance Certification.
 - i. Age Discrimination Act of 1975.
 - j. Executive Order 12432: National Priority to Develop Minority and Women Owned Businesses.
 - k. Section 504 of the Rehabilitation Act of 1973 and implementation regulation (24 CFR Part 8).
 - l. Georgia Handicapped Accessibility Law (OCGA, Title 30, Chapter 3), concerning handicapped accessibility to public buildings.
 - m. Georgia House Bill 1079 as amended by House Bill 513 (OCGA §36-91-1 through §36-91-95).
- 13) Monitor project for compliance with all environmental aspects including, but not limited to, the following:
- a. The National Environmental Policy Act (NEPA) of 1969, as amended by Executive Order 11991 of May 24, 1977 and the Council on Environmental Quality's (CEQ) NEPA Regulations, 40 CFR Parts 1500-1508;
 - b. Prepare and process (ERR) Environmental Review Record and Environmental Assessment Review in accordance with the Environmental Review Procedures for the CDBG Program, HUD, (24 CFR, Part 58);
 - c. The National Historic Preservation Act of 1966 (P.L. 89-665, 16 U.S.C. 470 et. seq.) as amended; particularly Section 106 (16U.S.C. 470f);
 - d. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et. seq.); particularly Section 2(c);
 - e. The Reservoir Salvage Act of 1960, as amended, particularly Section 3, as amended by the Archeological and Historic Preservation Act of 1974;
 - f. Flood Disaster Protection Act of 1973 (P.L. 93 0234, 42 U.S.C. 4001 et. seq.), as amended; particularly Section 102 (a) and 202(a) (42 U.S.C. a(a) and 4106 (a));

- g. Executive Order 11988; Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.); particularly Section 2 and 5;
- h. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 56961 et. seq.) particularly Section 2(a);
- i. Georgia Air Quality Act of 1978 (O.C.G.A. Section 12-9-1, et. seq.) to regulate air pollution and protect air quality.
- j. Shore Assistance Act of 1977 (OCGA Section 12-5-230, et. seq.).
- k. Georgia Hazardous Waste Management Act (OCGA 12-8-60, et. seq.);
- l. Georgia Health Code (OCGA 31-3-1, et. seq.) regulating individual sewerage treatment systems;
- m. The Coastal Zone Management Act of 1972, as amended;
- n. The Safe Drinking Water Act of 1974, (P.L. 93-523, 42 U.S.C. 201,300 (f) et. seq., and 21 U.S.C. 349) as amended; particularly Section 1424(e) (42 U.S.C. 300 (h)-300 (e)).
- o. The Endangered Species Act of 1973, as amended; particularly Section 7;
- p. The Archeological and Historic Preservation Act of 1974;
- q. The Coastal Resources Barriers Act of 1982;
- r. The Wild and Scenic Rivers Act of 1968, as amended;
- s. The Clean Air Act Amendments of 1970 (P.L. 91-607, 42 U.S.C. 7401 et. seq.) as amended, particularly Section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)).
- t. HUD Environmental Standards (24 CFR, Part 51) Environmental Criteria and Standards;
- u. Georgia Coastal Marshlands Protection Act of 1970;
- v. Georgia Groundwater Use Act of 1972 (OCGA section 12-5-170, et. seq.).
- w. Georgia Safe Drinking Water Act of 1977 (O.C.G.A. Section 12-7-1 et. seq.).
- x. Georgia Erosion and Sedimentation Act of 1975 (O.C.G.A. Section 12-7-1 et. seq.).
- y. Georgia Solid Waste Management Act (OCGA Section 12-8-20, et. seq.) for collecting garbage or operating a landfill.
- z. Georgia Water Quality Control Act (O.C.G.A. Section 12-5-20, et. seq.).
- aa. Farmland Protection Policy Act of 1981, (and the regulations at 7CFR Part 658).

14) Monitor for compliance with all acquisition and relocation including, but not limited to, the following:

- a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. (46 U.S.C. 4601) and regulations at 49 CFR, Part 24.

- b) Georgia Real Estate Appraiser Licensing and Certification Act (O.C.G.A. Section 43-39-A-1 through 43-39-A-27).
 - c) The Georgia Relocation Assistance and Land Acquisition Policy Act of 1973.
 - d) The Georgia Urban Redevelopment Law (OCGA, Section 36-61-1, et. seq.).
- 15) Monitor compliance for all housing programs including, but not limited to, the following:
 - a) The Truth in Lending Act (Regulation Z).
 - b) Title I Consumer Protection Act (PL 90321).
 - c) The Lead Base Paint Poisoning Prevention Act (42 U.S.C. 4831-5 et al) and HUD implementing regulations (24 CFR Part 35).
 - d) The Residential Lead-Based Paint Hazard Reduction Act of 1993 (PL 102-550).
 - e) The National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C., 5401 et. seq., as amended).
 - f) Manufactured Housing Act (O.C.G.A. Sections 8-2-130 and 160 et. seq.).
 - g) Construction Industry Licensing Board Act (O.C.G.A. Section 43-14-8).
 - h) Georgia State Uniform Construction Codes Act (O.C.G.A. Section 8-2-21).
 - i) The Fire Administration Authorization Act of 1992 (PL 102-522).
- 16) Monitor Compliance with OMB Circular A-102: Uniform Administrative Requirements for Grants-in Aid to State and Local Governments and to Community Development Block Grants.
- 17) Remain abreast of current guidelines pursuant to the Housing and Community Development Act of 1974, as amended and as implemented by the most current HUD regulations, and provide the necessary liaison with appropriate federal and state officials in order to provide the necessary technical advice for the protection of the **Local Government** in its responsibilities under the Act.
- 18) Prepare any and all additional documentation that DCA may require for this particular grant.

III. ASSURANCES

The **SGRC** will comply with:

- 1) Title VI of the Civil Rights Act of 1964 (Publ. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which that applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- 2) Title VIII of the Civil Rights Act, 1968 (Fair Housing Act) (Publ. L. 9-284), as amended administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
- 3) Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.
- 4) Section 109 of the Housing and Community Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that 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 subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Part.
- 5) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance.
- 6) Executive Order 11246, as amended by Executive Order 11375, Parts II and III, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), and Section 4 (b) of the

Grant Agreement, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Contractors and sub-contractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment; advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- 7) It will comply with Section 3 of the Housing and Development Act of 1968, as amended Section 118 of Title I, Community Development and Housing Act, 1974, and implemented by HUD regulations, requiring that to the greatest extent feasible, opportunities for the training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- 8) It will comply with the Georgia Department of Community Affairs Civil Rights Compliance Certification.
- 9) Age Discrimination Act of 1975.
- 10) Executive Order 12432: National Priority to Develop Minority and Women Owned Businesses.
- 11) Section 504 of the Rehabilitation Act of 1973 and implementation regulation (24 CFR Part 8).
- 12) Adhere to all requirements in the Georgia Department of Community Affairs' FY2019 CDBG Recipients Manual.
- 13) The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) and the Georgia Illegal Immigration Reform and Enforcement Act of 2011.

IV. 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**,

DCA, the Comptroller General of the State of Georgia, Comptroller General of the United States, HUD, or any of their duly authorized representatives. The **SGRC** will retain program and financial records for three (3) years after the CDBG is closed out.

V. **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**.

VI. **SERVICES TO BE FURNISHED BY THE LOCAL GOVERNMENT**

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 CDBG is closed out.
- 4) Contract for independent audits of their financial operations, including compliance with Federal and State law and requirements.

VII. **COMPENSATION**

The fee for the administration of this project shall be **\$25,000**. The **Local Government** will pay the **SGRC** monthly upon receipt of invoices for administrative services.

In the event DCA approves a Grant Adjustment Notice extending the grant period, additional compensation may be charged for those additional grant related services provided by the **SGRC** during the extended grant period. Should the **Local Government** want to submit a request for a "Program/Substantive Amendment" then the **SGRC** shall require additional compensation for any grant related services provided by the **SGRC** pertaining to the preparation of and/or implementation of a program amendment(s) as defined by the Georgia Department of

Community Affairs, whether such amendment is prepared and/or carried out during the original or extended grant period. Such charges will be payable from locally generated revenues of the **Local Government**.

VIII. 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.

IX. 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**.

X. 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.

COOK COUNTY, GEORGIA
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