

CONTRACTUAL AGREEMENT
Between
THE CENTRAL SAVANNAH RIVER AREA REGIONAL COMMISSION
 (hereafter referred to as “RC”)
 3626 Walton Way Extension, Suite 300, Augusta, GA 30909
 and
CITY OF WASHINGTON
 (hereafter referred to as “CONTRACTOR”)
 P.O. Box 9, Washington, GA 30673

PROJECT NAME
CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF)
GRANT ADMINISTRATION,
 as part of the American Rescue Plan

For Official Use Only:		
Effective Date: 1/25/2022	Expiration Date: Upon the issuance of a Conditional Closeout	Contract Number: 2765-01 40

WITNESSETH THAT:

WHEREAS, the CONTRACTOR has applied for and received funds from the United States of America providing for financial aid to the CONTRACTOR under the American Rescue Plan, the Coronavirus Local Fiscal Recovery Fund (CLFRF) for Non-entitlement Units of Local Government, Department of the Treasury, 31CFR Part 35, with guidelines of the Interim Final Rule effective May 17, 2021 to date; and

WHEREAS, the City of Washington received the funds through the American Rescue Plan Act, adopted March 11, 2021, pursuant to Section 603, the Coronavirus Local Fiscal Recovery Fund, with eligible uses of: 1) Response to COVID-19 and its negative impacts, 2) “Premium Pay” for essential workers, 3) Loss of Revenue, and 4) Water, Sewer, and Broadband Infrastructure; and

WHEREAS, the CONTRACTOR desires to engage the RC to render certain services related to the funding administration of the above described CLFRF project; and

WHEREAS, the CONTRACTOR desires to enter into an agreement with the RC as hereinafter provided to assure the effective management of the project;

SECTION 1 – SCOPE OF SERVICES

The RC as grant administrator for the CONTRACTOR’s CLFRF grant allocation will comply with and adhere to the applicable CLFRF Interim Final Rule, rules and regulations as set forth and referenced in the manuals (as updated) to implement the grant. The RC will also comply with and adhere to other directives issued by the US Department of the Treasury pertaining to the CONTRACTOR’s grant allocation.



1. The RC certifies that it has registered and does participate in the E-Verify program.
2. The RC, as grant administrator, will comply with and adhere to O.C.G.A. §50-36-1(e) which states that an agency or political subdivision providing or administering a public benefit shall require every applicant for such benefit to execute a signed and affidavit verifying the applicant’s lawful presence in the United States.

The RC shall advise and assist the CONTRACTOR with the following program functions in order to assure full compliance with the Coronavirus Local Fiscal Recovery Funds Program and Regulations, including but not limited to:

- Program Management
- Environmental Review
- Equal Opportunity, Fair Housing Standards, and Section 3 Compliance
- Quarterly Reporting Requirements
- Close-out Requirements
- Language Access Plan
- Citizen Participation
- Labor Standards
- Compliance with GA Local Government Public Works Construction Requirements
- Financial Management
- Monitoring Liaison with DCA
- All Reporting Requirements

3. Report regularly to the CONTRACTOR on the current status of the grant program both in terms of funding and activity and make such recommendations as are deemed necessary to the continuous effective operation of the program.
4. Prepare required reports and assist in monitoring inspections, audits, and liaison with the CONTRACTOR and such other agencies, entities and persons whose involvement might be necessary for proper function of the program.

SECTION 2 – MILESTONES AND PROJECT SCHEDULE

Activity	Initiation	Completion
CLFRF Funding Award	Adopted March 11, 2021	
CLFRF Funds Must Be Obligated		Dec. 31, 2024
CLFRF Period of Performance Ends		Dec. 31, 2026

SECTION 3 - COMPENSATION

In consideration of the services rendered by the RC under the provisions of this contract, the CONTRACTOR shall compensate the RC with a fee of **\$45,000.00**. Such fee will cover the RC’s costs associated with the fulfillment of the obligations of this contract. No legal, architectural, or engineering services shall be a part of this Contract.

Compensation shall be made by the CONTRACTOR for services rendered by the RC within thirty (30) days after a statement shall have been received by the CONTRACTOR from the RC requesting such compensation.

SECTION 4 - TERMINATION FOR CAUSE



If, through any cause, the RC shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if the RC shall violate any of the covenants, agreements, or stipulations of this agreement, the CONTRACTOR shall have the right to terminate this agreement by giving written notice to the RC of such termination and specifying the effective date thereof, at any time, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in **Section 1 - Scope of Work**, shall become the property of the CONTRACTOR. The RC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents (calculated by adding the RC's staff time, fringe benefits and indirect costs up to the end of the contract). Also, the CONTRACTOR shall be entitled to receive a pro-rated refund of payment for any work not completed at time of termination if such overpayment has been made.

SECTION 5 - TERMINATION FOR THE CONVENIENCE OF THE CONTRACTOR AND/OR RC

If through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the either party shall violate any of the covenants, agreements, or stipulations of this agreement, either party shall have the right to terminate this agreement by giving written notice to said party such termination and specifying the effective date thereof, at any time, at least (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in **Section 1 – Scope of Work**, shall become the property of the CONTRACTOR. The RC shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents (calculated by adding the RC's staff time, fringe benefits and indirect costs up to the end of the contract). Also, the CONTRACTOR shall be entitled to receive a pro-rated refund of payment for any work not completed at time of termination.

SECTION 6 -- PROVISIONS FOR REMEDIES FOR BREACH OF CONTRACT

Any violation or breach of contract terms shall cease this agreement and the RC shall be entitled to receive just and equitable compensation for any services satisfactorily performed and work completed.

SECTION 7- COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

The RC, its officers, agents, employees, and subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the State of Georgia, and the applicable rules and regulations of the agencies of the United States and the State of Georgia. The RC and the CONTRACTOR will adhere to all requirements referenced in the Interim Final Rule as well as the subsequent Final Rule issued by US Department of the Treasury for the American Rescue Plan, the Coronavirus Local Fiscal Recovery Fund (CLFRF) for Non-entitlement Units of Local Government and other directives issued by Treasury.

SECTION 8 - SPECIAL PROVISIONS & EXHIBITS

This contract is subject to the following special provisions and exhibits are attached to and made part of this contract:

- 1) EEO Clause
- 2) Drug and Smoke-Free Workplace Free



3) Georgia Security and Immigration Compliance Act (GSICA)

SECTION 9 - ACCEPTANCE OF CONTRACT AND TERMS

This Agreement shall become effective with the signatures of the authorized parties and shall remain in effect until the Department of the Treasury issues a conditional closeout for the grant. Any revisions to the deadline date for the completion of the work shall be mutually agreed upon in writing by both parties.

This Agreement, entered into by and between the parties whose signatures appear below, representing their respective organizations, this _____ day of _____, _____.

DocuSigned by:
Bill DeGolian
86CC4CE6C8614CA...
Name: William D. deGolian
Title: Mayor
1/25/2022 | 1:09:33 PM EST

Date
DocuSigned by:
Jerry deBin
DTCE96202F694C6...
Witness, Jerry deBin, City Administrator

CSRA Regional Commission
3626 Walton Way Ext., Suite 300
Augusta, GA 30909
706-210-2000
DocuSigned by:
Andy Crosson
2DCD3D536877475...
Andy Crosson
Executive Director
1/25/2022 | 9:05:21 AM EST

Date
DocuSigned by:
Jennifer Sankey
86309204F238407...
Witness Jennifer Sankey

CFO



EEO CLAUSE

During the performance of this contract, the RC agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor 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.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction 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 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the



administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DRUG AND SMOKE-FREE WORKPLACE

The RC hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this Agreement. The RC may be suspended, terminated, or debarred if it is determined that:

1. The RC has made false certification herein above; or
2. The RC has violated such certification by failure to carry out the requirements of Official Code of Georgia 50-24-3.

Georgia Department of Community Affairs GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

I. Federal Work Authorization Program Registration

As of July 1,2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees. [OCGA § 13-10-91 (a)]

Registration/Access. According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the "E-Verify Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer's participation in E-Verify is currently free to employers. Users can access the web-based program at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218. [Georgia Department a/Labor Rules, §§ 300-10-1-.01 and.02]

Certification of Registration and Participation. Each county and other public employer must certify that it has registered and in participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government. [Georgia Department a/Labor Rules, § 300-10-1-. 04]

Monitoring New Employee Work Eligibility. Each county and other pubic employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records. [Georgia Department a/Labor Rules, § 300-10-1-.05]

II. Agreements between Public Employers and Contractors/Subcontractors

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the "physical performance of services" unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees,



staffing agencies, or contractors. [OCGA § 13-10-91 (b) (1) and (2) and Georgia Department a/Labor Rules, § 300-10-1-.02]

Phase-In Schedule. The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
 - (b) Beginning July I, 2008, public employers, contractors and subcontractors with 100 or more employees.
 - (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.
- [OCGA § 13-10-91 (b) (3) and Georgia Department a/Labor Rules, § 300-10-1- .02]

Evidence of Contractor/Subcontractor Compliance. Each agreement between a public employer and a contractor/ subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13- 10-91 is a condition of the contract. In addition, each contact must include a requirement that the contactor/subcontractor execute an affidavit verifying compliance with OCGA § 13- 1091. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules. [Georgia Department a/Labor Rules, §§ 300-10-1-.03 and .07]

Public Transportation Contracts. The Georgia Department of Labor Rules applies generally to contracts between a public employer and a contractor/subcontractor. Exception: Rules and forms related to agreements relating to "public transportation" are to be promulgated by GDOT. [OCGA § 13-10-91 (d)]

III. Access to Federal, State and Local Benefits

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 161 I and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant. [OCGA § 50-36-1]

Verification. For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register: <https://www.vis-dhs.com/agency-registration>. For more information on the SAVE Program, please call 1-888-464-4218.

Public Benefits Defined. Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. [8 U.S.C. Sections 1611 and 1621]

Benefits Excluded. Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;



- (4) Certain in-kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and Medicare benefits under specified conditions. [OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of OCGA § 50-36-1. An annual report is to be prepared regarding the requirements of the new law. Regarding the details of the verification requirements, benefits covered, and exclusions please see the Federal statutes cited above.

