

**AGREEMENT FOR TECHNICAL ASSISTANCE SERVICES BETWEEN
BEN HILL COUNTY, GEORGIA
AND THE
SOUTHERN GEORGIA REGIONAL COMMISSION**

THIS AGREEMENT, made and entered into this 18th day of February 2025, by and between Ben Hill County, hereinafter referred to as **Ben Hill County** and the **Southern Georgia Regional Commission**, hereinafter referred to as “**SGRC**.”

WITNESSETH THAT:

WHEREAS, the **Ben Hill County** has requested that the **SGRC** provide direct technical assistance; and

WHEREAS, the **SGRC** has professional staff and is agreeable to provide the **Ben Hill County** with direct technical assistance as requested.

NOW, THEREFORE, it is distinctly understood and specifically agreed as follows:

SECTION 1 – TERMS OF AGREEMENT

Upon execution by signature of both parties, **SGRC** agrees to perform services as described in Section 2 of this agreement. In consideration for the performance of these services, the **Ben Hill County** agrees to compensate **SGRC** as prescribed in Section 6 of this agreement. Furthermore, the agent or person(s) executing this agreement by signature below agrees that he/she is authorized by the **Ben Hill County** to request the services of **SGRC** and to obligate the **Ben Hill County** for payment of those services.

SECTION 2 – SCOPE OF SERVICES TO BE PERFORMED BY SGRC

SGRC shall provide the following services and/or products to **Ben Hill County**:

- Development of the Land-use section of the **Ben Hill County** and the City of Fitzgerald Comprehensive Plan including Character Area Maps for each.

SECTION 3 – SERVICES TO BE PROVIDED BY Ben Hill County

In support of completion of the scope of services, the **Ben Hill County** shall do or cause to be done the following:

- a) **Ben Hill County** agrees to furnish and provide to the **SGRC** any items necessary for the completion of the Scope of Services.
- b) Provide full information and access to the applicable projects and files and provide complete copies of all correspondence and documents pertaining to the project specified in the Scope of Work as amended from time to time.
- c) Make available from the **Ben Hill County**’s files any and all data and information necessary to complete the project.
- d) Designate a person to act as the **Ben Hill County**’s representative with respect to the work to be performed under this agreement who shall have complete authority to transmit instructions, receive information, interpret and define the **Ben Hill County** policies and decisions with respect to the services in this agreement.

- e) Bear all costs incidental to this agreement and the completion of the aforementioned services, including, but not limited to, travel/mileage cost, advertising cost, legal costs and reproduction costs.
- f) Fully disclose to the **SGRC** any and all possible conflict of interest situations pertaining to the Technical Assistance Services as specified in the applicable Scope of Services as amended from time to time.
- g) Timely communication (phone, email, and/or in-person) with **SGRC** staff about the project described in the Scope of Services.

SECTION 4 – PERSONNEL

The **SGRC** represents that it has, or will secure, all personnel required to perform the services as specified in the Technical Assistance Agreement in a competent, professional and timely manner. All personnel employed shall remain employees of the **SGRC** and shall not be considered employees of the **Ben Hill County**.

SECTION 5 – ASSURANCES

The **SGRC** shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color, sex, age, handicap, political affiliation, 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 the applicant receives Federal financial assistance and will immediately take any measures to achieve this assurance. Section 3 of the Urban Development Act of 1968 will also pertain to this agreement.

SECTION 6 – COMPENSATION

For performance of services as described in Section 2, **Ben Hill County** shall compensate **SGRC** as indicated below:

- a) The **SGRC** shall invoice **Ben Hill County** \$11,000 for the completion of the work.
 - a. All costs incidental to this agreement and the completion of this agreement's services including, but not limited to, travel, mileage costs, advertising costs, legal costs, and reproduction costs.
 - b. Payments shall be made to **SGRC**, Attention: Kelly Schultz, Finance Director, 1937 Carlton Adams Drive, Valdsota, GA 31601.

SECTION 7 - PAYMENT SCHEDULE

Payment of the **SGRC** invoice by the **Ben Hill County** is due within 30 days from the date of the invoice. Full payment for the finished product will be invoiced at the completion of the work and adoption of the plan.

SECTION 8 – DELIVERY

Unless otherwise described in Section 2, and where practical, products shall be delivered via electronic means. Hardcopy products shall be available to be picked up at **SGRC** offices. Should any products require shipment via postal service or overnight delivery, **Ben Hill County** agrees to provide for such arrangements and compensate **SGRC** for all delivery fees.

SECTION 9 – COMPLETION SCHEDULE

All activities included in the Scope of Work shall be completed by February 28, 2026.

SECTION 10 – TERMINATION OF AGREEMENT

In the event of the **SGRC** and/or **Ben Hill County** is/are non-compliance with the requirements of this agreement, this agreement may be cancelled, terminated, or suspended in whole or part.

- a) Cancellation: Termination or suspension of this agreement must be in writing and reasons given for the action.
- b) If this agreement is nullified, all finished or unfinished, documents prepared by the SGRC under this agreement shall, at the discretion of the **Ben Hill County** become **Ben Hill County's** property.
- c) The **SGRC** shall be entitled to compensation for any work completed on said project to the date of termination. Furthermore, upon termination, the **SGRC** shall be held harmless in the event of nullification, for its said responsibilities for the completion of the project.

SECTION 11 – INDEMNIFICATION

The **Ben Hill County** 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 attorney's 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 on behalf or in connection with or incidental to this agreement, or as a result of any work product of the **SGRC**.

SECTION 12 – OTHER SPECIFICATIONS

Ownership - All products produced in whole or in part under this agreement shall become the property of **Ben Hill County** upon payment for services. Publication of products - **SGRC** shall not apply for copyright of any reports or documents produced under this agreement. Should the parties to this agreement decide that it would be advantageous to publish the products of this agreement the determination of same shall be made jointly and agreeable to each party. Publication by either party shall give proper credit to the other party. Entire agreement - This agreement (and all documents incorporated herein) constitute the entire agreement. If any intended changes or events beyond the parties' control require adjustments to the Agreement, the parties shall make a good faith effort to agree on all necessary adjustments. At the discretion of **SGRC**, such adjustments shall be put in writing and added to this agreement.

SECTION 13 – EFFECTIVE DATE

The Agreement will become a legally binding document this day of February 18, 2025, when properly entered into and executed by each of the parties. The terms and conditions of this Agreement and all obligations incurred hereunder by either party will become effective February 18, 2025.

Ben Hill County Commission Chairman

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SOUTHERN GEORGIA REGIONAL COMMISSION COUNCIL CHAIR

Signature: _____

Printed Name: _____

Title: SGRC Council Chair

Date: _____

**SOUTHERN GEORGIA REGIONAL COMMISSION EXECUTIVE
DIRECTOR**

Signature: _____

Printed Name: _____

Title: SGRC Executive Director

Date: _____