

**SERVICES AGREEMENT FOR INDIVIDUAL**

**THIS AGREEMENT** is effective as of this \_\_\_\_\_, by and between **Walton County** an entity of the State of Georgia, acting by and through its governing authority, the Council of Superior Court Judges ("CSCJ"), and **Sarah K. Ruppensburg**, ("Contractor"), collectively referred to as the "Parties".

**WITNESSETH THAT:**

**WHEREAS**, Walton County desires to retain a Contractor to provide certain services generally described as grant administration (the "Work"); and

**WHEREAS**, Walton County finds that specialized knowledge, skills, and training are necessary to perform the Work under this Agreement; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

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

**I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Project Description**

The Project is described as "American Rescue Plan Act (ARPA) Grants Coordinator".

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Grants Coordinator is responsible for coordinating the application, reimbursement, administrative management, reporting and closeout of ARPA grants on behalf of Walton County and the judicial circuits receiving ARPA grants from the Administrative Office of the Courts for which the 10th Judicial District is providing technical assistance. The Grants Coordinator will ensure that the grant-making and related processes, documents, procedures and implementation are executed professionally, efficiently, on schedule, and in a manner consistent with best practices.

Contractor shall have no authority to enter into any contracts binding upon Walton County or to create any obligations on the part of Walton County, except as shall be specifically authorized by Walton County.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond December 31, 2023. In the event of termination of this Agreement by the Contractor or by Walton County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

**II. WORK CHANGES**

**A.** Walton County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and Walton County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

**B.** Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of Walton County and the Contractor.

**C.** Walton County, or his/her designee, has authority to execute without further action of Walton County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$500 must be approved by resolution of Walton County.

**III. COMPENSATION AND METHOD OF PAYMENT**

**A.** Walton County agrees to pay the Contractor \$50.00 per hour for services rendered subject to approval of and availability of grant or other funds for CY2023. Work done on behalf of the APRA-grant funded counties will be invoiced for payment by said counties with their grant funds. Any general work or work not covered by the APRA grants may be billed to Walton County. Any material deviations from the Work described in this Agreement shall be clearly communicated to Walton County *before charges are incurred* and shall be handled through change orders as described in Section II above.

**B.** The 10<sup>th</sup> Judicial Administrative District shall submit invoices to the ARPA-grant funded counties for payment within thirty (30) days for said county work. For any other work, Walton County shall submit for payment to the Contractor within thirty (30) days after approval of the invoice by Walton County staff. Contractor agrees to render invoices electronically and accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through Walton County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

**IV. COVENANTS OF CONTRACTOR**

**A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and Walton County, recognizing that Walton County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

**B. Walton County's Reliance on the Work**

The Contractor acknowledges and agrees that Walton County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, Walton County bears no responsibility for Contractor's services performed under this Agreement.

**C. Contractor's Representative**

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**D. Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of Walton County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and Walton County shall have no obligation to them.

**E. Responsibility of Contractor and Indemnification of Walton County**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Walton County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Walton County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend Walton County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

**F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of Walton County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give Walton County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of Walton County with regard to the results of such services only.

**G. Insurance**

(1) Requirements:

It is understood that Contractor does not hold minimum insurance requirements as required by Walton County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

**H. Records, Reports**

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by Walton County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to Walton County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by Walton County.

**I. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of Walton County Human Resources Policies.

**J. Confidentiality**

Contractor acknowledges that it may receive confidential information of Walton County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of Walton County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Walton County information whether specifically deemed confidential or not.

**K. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, Walton County, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify Walton County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

**L. Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**V. COVENANTS OF Walton County**

**A. Right of Entry**

Walton County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

**B. Walton County's Representative**

Walton County shall be authorized to act on Walton County's behalf with respect to the Work as Walton County's designated representative.

**VI. TERMINATION**

A. Walton County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to Walton County's failure to pay the Contractor within thirty (30) days of submitted invoice.

B. Upon termination, Walton County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.

D. The rights and remedies of Walton County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VII. NO PERSONAL LIABILITY**

No member, official or employee of Walton County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by Walton County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or Walton County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

**XI. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

**XII. NOTICES**

**A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between Walton County\_for Walton County and the Contractor.

**B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1)

personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO Walton County** shall be sent to:

Walton County  
303 S. Hammond Drive  
Suite 330  
Monroe, GA 30655

**NOTICE TO THE CONTRACTOR** shall be sent to:

Sarah K. Ruppensburg  
170 Virginia Avenue  
Athens, GA 30601

**XIII. WAIVER OF AGREEMENT**

Walton County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XIV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of Walton County's sovereign immunity or any individual's qualified good faith or official immunities.

**XV. FORCE MAJEURE**

Neither Walton County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

**IN WITNESS WHEREOF** Walton County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of Walton County.

**CONTRACTOR:**



**Printed Name:** Sarah K. Ruppensburg

**WALTON COUNTY**

\_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_