

**ADMINISTRATION CONTRACT**

**BETWEEN THE CITY OF DARLINGTON  
AND  
LATHAN CONSULTING CORPORATION**

**Grantee:** *City of Darlington*

**Contractor:** *Lathan Consulting Corporation*

**General Nature of Contract:** *Complete Grant Funding Strategy development and implementation. Complete the Rural Infrastructure Authority (RIA) Grant Application Process and submit the RIA Grant Application for the City of Darlington prior to September 14, 2015. Provide Technical and Administrative Services to the Grantee through Project completion.*

**Area Covered:** *City of Darlington*

**Contract Period:** *August 2015 through Project completion*

**Compensation and Method of Payment:** *The Grantee agrees to reimburse the Contractor to the maximum set forth below. The \$3,000 fee for Grant Application shall be payable after the Grant Application is submitted. The \$4,000 fee for Grant Funding and Grant Application Strategy development and implementation shall be payable only if Grant is awarded, and after Grant award. The \$75,000 fee for Project Administration, method of payment shall be quarterly, and will be supported by required documentation.*

**Maximum Administration Reimbursement:** *\$75,000 for Project Administration, and \$7,000 to include Grant Application submission and Grant Funding Strategy development and implementation. Any additional worked requested and approved by the Grantee will be billed at an hourly rate of \$108.00/hr.*

**Termination:**

- (a) *Either party may terminate this Contract by giving written notice to the other party at least thirty (30) days before the effective date of such termination. Upon termination of this Contract, the obligation of the contractor to conduct the work herein provided shall forthwith cease.*
- (b) *Any compensation due the Contractor shall be determined by prorating the total contribution of the Contractor on the basis of the documented amount actually expended or obligated, whichever is greater.*

**General Provisions:** *The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached pages, which are considered an integral part of this agreement.*

**Changes:** *This Contract constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless in writing and signed by both parties.*

**Names and Address of Contractor Contact:**

*Jannie Lathan, Project Administrator  
Lathan Consulting Corporation  
141 Oak Street  
Darlington, South Carolina 29532*

**Contract Amendment:**

**Date: May 2, 2018**

By:   
\_\_\_\_\_  
Jannie Lathan, President & CEO  
Lathan Consulting Corporation

  
\_\_\_\_\_  
Howard Garland, City Manager  
City of Darlington

## GENERAL PROVISIONS

THE ABOVE-SIGNED AGREEMENT is entered into by and between the Grantee and Contractor.

WITNESSETH THAT:

WHEREAS, the Grantee desires to engage the Contractor to render certain technical and professional services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor. The Grantee hereby agrees to engage the Contractor and the Contractor hereby agrees to provide administrative and technical assistance as herein set forth.

Section 2. Scope of Services. The Contractor shall do, perform, and carry out in a satisfactory and proper manner, the following services for the areas as designated below. All work activities undertaken pursuant to the provisions of this Section shall benefit residents of the area on a nondiscriminatory basis. Work elements shall be performed in accordance with the following detailed work descriptions:

### Grant Administration

- (a) Provide Project monitoring to ensure all project requirements and schedules are met.
- (b) Provide and submit Quarterly Project Reviews, to and as required by RIA.
- (c) Provide technical and administrative assistance to meet all Project close out requirements.
- (d) The scheduling of periodic briefing sessions with grantee elected officials and/or staff to discuss program progress, as requested.

Section 3. Grantee Obligations: The Grantee agrees to the following:

1. Provide the Contractor with all information relevant to the administration of the RIA program and project, including access to all files, written policies and procedures and other administrative guidelines adopted by the Grantee regarding the management of the grant;
2. Authorize the Contractor to coordinate RIA grant activities with the full cooperation of Grantee staff directly involved.
3. Notify RIA about this contract and request that copies of all correspondence sent to the Grantee also be sent to the Contractor;

Section 4. Personnel. The Contractor represents that he has or shall secure all personnel required to perform the services under this contract. All of the services rendered forthwith shall be performed by the Contractor with qualified personnel who shall be authorized or permitted under the local law to perform such services. The Contractor contact on Page 2 of this contract shall be responsible for record keeping and shall be the primary contact.

Section 5. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

Section 6. Assignability. The contractor shall not assign any interest on this contract; and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Grantee. No interest under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer or assignment shall be furnished promptly to the grantee.

Contracts awarded > \$25K subsequent to 6/30/17.			
3/6/2018	Purchased stadium, ballfield and tennis courts from School District	\$	100,000
7/10/2018	Repair to stadium	\$	32,525
10/2/2018	Purchase playground equipment for Old Little League Field	\$	46,905
11/13/2018	Purchase playground equipment	\$	245,786
11/13/2018	Paving outdoor basketball courts	\$	25,000
	Recreation/sports	\$	450,216
9/5/2017	Roof replacement Stanley Bym/Baldwin Center	\$	366,200
10/3/2017	Upgrade to a keyless entry system	\$	27,505
3/6/2018	Purchase 17 acres at Old Florence Hwy and Ave D	\$	161,500
3/6/2018	Purchase 207 Siskron Street	\$	80,500
4/3/2018	Paint water tank at Pine Street	\$	197,000
	City buildings/land	\$	832,705
10/2/2018	Purchase 2018 Ford F150 truck for fire dept	\$	33,405
10/2/2018	Purchase 2018 Chevy Silverado Crew Cab for Codes Dept	\$	35,990
	Departmental expenses	\$	69,395
		\$	1,352,316
12/5/2017	Storm water management project in Southeast Darlington	\$	2,562,974
4/3/2018	Approved issuance of \$2.7 million bond to pay for storm water project		



