



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2021-2876

Substitute

7/27/2021

File Status: Preliminary Item

Public Hearing: YES NO

Department: Chief Executive Office

SUBJECT:

Commission District(s): All

Adoption of Emergency Agreement for the Provision of Professional Services with Atlanta Legal Aid Society, Inc., for assistance with the Tenant Landlord Assistance Coalition.

Information Contact: Zachary L. Williams, COO/Executive Assistant

Phone Number: 404-371-2426

PURPOSE:

To adopt the Emergency Agreement for Professional Services with the Atlanta Legal Aid Society, Inc. at a cost of \$150,000.

NEED/IMPACT:

The Federal Government allocated \$21,622,063.20 Emergency Rental Assistance Program (ERAP) funding to DeKalb County to assist in addressing the portion of the rental crises affecting the nation that exists in DeKalb.

The ERAP program provides that payments from the fund may only be used to cover costs incurred for certain purposes, including rental and utilities assistance.

This action appropriates \$150,000 in ERA funding to the Atlanta Legal Aid Society, Inc., for implementation of the attached Professional Services Agreement in furtherance of the Tenant Landlord Assistance Coalition's goals and objectives. This action includes the ratification of the first three months of this emergency contract.

FISCAL IMPACT:

Appropriation of \$150,000 from the Emergency Rental Assistance Program.

No impact on the County.

RECOMMENDATION:

To approve appropriation of \$150,000 and adopt the Emergency Agreement for the Provision of Professional Services with the Atlanta Legal Aid Society, Inc., thereby ratifying the first three months of this emergency contract.

EMERGENCY AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

THIS AGREEMENT made as of this ____ day of _____, 2021, (hereinafter called the “execution date”) by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and Atlanta Legal Aid Society, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, with offices in Atlanta, Georgia, (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide housing stability services and administrative costs services for the County.

WITNESSETH:

WHEREAS, the United States has allocated Twenty-Five Billion Dollars as Emergency Rental Assistance (“ERA”) in the Consolidated Appropriations Act passed on December 21, 2020 and signed into law on December 27, 2020; and

WHEREAS, ERA funds are deployed as grants to states and units of local government distributed in the same general proportions used for the Coronavirus Relief Fund and the County received an ERA grant in the amount of Twenty-One Million, Six Hundred Twenty-Two Thousand, and Sixty-Three Dollars and 20/100ths (\$21,622,063.20); and

WHEREAS, the County desires to retain a qualified and experienced Consultant to provide professional housing stability services and case management services that include an integrated plan to educate, engage and assist with advice, counsel, and representation to DeKalb County tenants about their rights and obligations regarding landlord/tenant, dispossessory, contract, and/or debt collection law as well as negotiation of dispute settlements that foster continued housing stability beyond participation in the County’s Tenant Landlord Assistance Coalition (the “TLC Program”); and

WHEREAS, Consultant has represented to the County that it is experienced and has qualified and local staff available to commit to the TLC Program and the County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the County and the Consultant hereby agree as follows:

ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement upon the date of execution. This Agreement shall terminate on March 31, 2021 and renew on the 1st day of the calendar month for five (5) successive months (April, May, June, July, and August 2021). In addition to the termination of this Agreement pursuant to the terms of the Termination provision in this Agreement, the County may elect, at the County's sole option and discretion, to unilaterally terminate the Agreement prior to a renewal period by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the termination prior to the renewal period. Such notice shall be delivered to Contractor at least fourteen (14) calendar days prior to the effective date of termination. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Agreement.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Agreement, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed **Fifty Thousand Dollars and No/100ths Dollars (\$50,000.00)**, unless changed by written Change Order in accordance with the terms of this Agreement. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Agreement. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price so long as the amount of each Change Order increasing the Contract Price does not exceed twenty thousand dollars (\$20,000.00) or ten percent (10%) of the Contract Price, whichever is less. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Agreement. The Contractor shall be paid a flat rate fee of **Fifty Thousand Dollars and No/100ths (\$50,000.00)**. All payment will be for housing stability services and administrative costs services. Payment is to be made no later than thirty (30) days after submittal of an undisputed invoice. Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

DeKalb County, Georgia
Accounting Services
1300 Commerce Drive, 3rd Floor
Decatur, Georgia 30030

B. A copy of the invoice(s) must be submitted to:

Clerk of Court
DeKalb County State Court
556 N. McDonough Street, Suite 210
Decatur, Georgia 30030

ARTICLE III. SCOPE OF WORK

The term “Work” means all services identified as the Scope of Services attached hereto as Attachment A and incorporated herein by reference and all other services and things necessary to provide said services as required by law and the Scope of Work. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Agreement. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with applicable law and this Agreement, and all incidental work necessary to complete the Work in an acceptable manner. Contractor shall comply with all federal, state, and local law, including but not limited to the ERA requirements and the terms of the County’s ERA grant.

ARTICLE IV. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

ARTICLE V. GENERAL CONDITIONS

A. **Accuracy of Work.** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Agreement. The County may at any time order changes within the scope of the Work without invalidating the Agreement upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents.** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site/project shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Successors and Assigns.** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Agreement. Nothing contained in this Agreement shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

E. **Reviews and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at its own expense, any errors in the Work.

F. **Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Agreement. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Agreement by delivering to the Contractor, at the address listed in the Notices article of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Agreement before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

G. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Agreement without regard for conflicts of laws. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Agreement in its entirety, the printed provisions of this Agreement, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Agreement shall be construed against either party hereto.

H. **Venue.** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

I. **Georgia Open Records Act.** Contractor will be expected to comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

J. **Sole Agreement.** This Agreement constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Agreement may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Agreement.

K. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

L. **Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) personal delivery or (b) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative. Such notices will be addressed as follows:

If to the County:	Chief Executive Officer
	1300 Commerce Drive, 6 th Floor
	Decatur, GA 30030

With a copy to: Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Email: zwilliams@dekalbcountyga.gov

With a copy to: Chief Procurement Officer of the Department of
Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030
Email: cghorner@dekalbcountyga.gov>

With a copy to: Clerk of Court
DeKalb County State and Magistrate Courts
556 N. McDonough Street, Suite 210
Decatur, Georgia 30030
Email: rjhicks@dekalbcountyga.gov

If to the Contractor: Executive Director
Atlanta Legal Aid Society, Inc.
Attention: Steve Gottlieb, Esq.
54 Ellis Street, N.E.
Atlanta, Georgia 30303
Email: sgottlieb@atlantalegalaid.org

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

7-26-21

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

ATLANTA LEGAL AID SOCIETY, INC.

DEKALB COUNTY, GEORIGIA

By: _____ (SEAL)
Signature

By: _____ (SEAL)
Michael L. Thurmond
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Date

Federal Tax I.D. Number

ATTEST:

Date

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

ATTEST:

APPROVED AS TO FORM:

Signature

County Attorney

Name (Typed or Printed)

County Attorney (Typed or Print)

Title

ATTACHMENT A
SCOPE of WORK
for
MEMORANDUM OF UNDERSTANDING (MOU)
between
ATANTA LEGAL AID SOCIETY, INC. (Contractor)
and
DEKALB COUNTY, GEORGIA (County)

Atlanta Legal Aid Society, Inc. shall provide the following services:

I. Housing Stability Services (Case Management)

- 1) Within twenty-four (24) hours of the execution of an MOU, Contractor shall establish and thereafter maintain proper communication channel(s) by identifying adequate and efficient point(s) of contact for the Clerk of Magistrate Court to deliver referrals for receipt of services and to return information/data to the Clerk of Magistrate Court;
- 2) Within twenty-four (24) hours of the execution of an MOU, Contractor shall establish and thereafter maintain an adequate amount of qualified staff to assess each referral to determine the appropriate level of services to offer each participant, on a case by case basis, to include but not be limited to the following:
 - a. Identifying and confirming the referred participant's case status in DeKalb County Magistrate Court
 - b. Need for information, advice and counsel regarding landlord-tenant/dispossessory and/or debt collection law
 - c. Need for legal representation regarding housing insecurity related debt to a landlord and/or utility provider, including but not limited to negotiation of a settlement, drafting, interpreting, and/or negotiating a consent order or other document to memorialize the terms of a settlement, and/or options within the offered assistance from DeKalb County's Tenant Landlord Coalition
 - d. Identifying and confirming the need/amount of County approved ERA grant funds payment(s) to a participant's landlord, utility provider(s), and/or directly to the participant for payment to the landlord and/or utility provider(s)

- 3) Within twenty-four (24) hours of the execution of an MOU, Contractor shall establish and thereafter maintain an adequate amount of qualified staff to deliver to each participant the appropriate level of services, to include but not be limited to the following:
 - a. information, advice and counsel regarding landlord-tenant/dispossessory and/or debt collection law
 - b. legal representation regarding housing insecurity related debt to a landlord and/or utility provider, including but not limited to negotiation of a settlement, drafting, interpreting, and/or negotiating a consent order or other document to memorialize the terms of a settlement, and/or options within the offered assistance from DeKalb County's Tenant Landlord Coalition
 - c. negotiating the amount of County approved ERA grant funds to recommend for payment(s) to a participant's landlord, utility provider(s), and/or directly to the participant for payment to the landlord and/or utility provider(s)
- 4) Within twenty-four (24) hours of the execution of an MOU, Contractor shall establish and thereafter maintain an adequate amount of forms to capture, document, and memorialize all necessary relationships with participants to include but not be limited to retainer agreements, settlement approvals, and consent forms.
- 5) A case shall be completed within thirty (30) calendar days of receipt by the Contractor. A case shall be deemed complete upon acceptance of the Contractor's disposition of the case by the Court of jurisdiction and/or the County.

II. Administrative Costs Services

- 1) Contractor warrants that it has the necessary staffing and resources to provide the services required by the MOU.
- 2) Contractor shall establish and maintain an adequate amount of qualified staff to capture, create, maintain, and provide records and data to memorialize and document the Contractor's and each participant's experience in the County's Tenant Landlord Assistance Coalition program under the Emergency Rental Assistance grant. The information should cover the level of services and/or payment provided on a case by case basis, with a level of detail and specificity to include but not be limited to the following:
 - a. Consultations conducted
 - b. Negotiation(s) conducted
 - c. Documents drafted
 - d. Creditor, debt amount, and corresponding negotiated settlement amount
 - e. Other conditions/terms of settlement
- 3) Contractor shall collect, maintain, and provide demographic, programmatic, fiscal, and performance management data and reports to the County as needed for supporting documentation for billing, including enrollment, rental and utility assistance type and amount owed and ultimately offered as settlement, performance benchmarks and other information as applicable and/or requested, on a monthly basis, fifteen days after the month close;

- 4) Contractor shall gather required supporting documentation and as necessary or requested, transmitting the same to the Clerk of Magistrate Court;
- 5) Number of residents served will be based upon availability of funds and referrals from the Clerk of the Magistrate Court of Dekalb County;
- 6) Contractor shall maintain records retention systems and schedules to comply with ERA reporting requirements, audits, and/or County requests.
- 7) Contractor shall require participant's signature on a release of information form approved by both parties as required for eligibility to participate in programming in order to maintain accreditation and maintain privacy practices.

III. Associated Services

- 1) All necessary tasks and resources for providing and completing the above-listed services shall be provided by the Contractor, including but not limited to qualified staff, sufficient and appropriate work/office space, equipment, and supplies.
- 2) Contractor shall remain flexible and diligent in responding to the County's requests for program adjustments as necessary.
- 3) Contractor shall preform all services with sensitivity and accommodation as is appropriate for social distancing and implementation of safety protocols for everyone engaged in the work and/or receiving services.