

**EMERGENCY AGREEMENT FOR PROFESSIONAL SERVICES
DEKALB COUNTY, GEORGIA
AMERICAN RESCUE PLAN CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

THIS AGREEMENT made as of this ____ day of November 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 The Steed Society, Inc. an organization established under the laws of the State of Georgia with its offices at 770 English Ave NW, Atlanta, GA 30318, Georgia (hereinafter referred to as “Consultant”), shall constitute the terms and conditions under which Consultant shall provide public outreach related to COVID-19 vaccinations and COVID-19 vaccination events using Coronavirus Fiscal Recovery Fund (“CFRF”) funds.

WITNESSETH:

WHEREAS, the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021) (the “Act”) allocated \$147,484,541.00 in Coronavirus Fiscal Recovery Fund (“CFRF”) funds to DeKalb County, which funds were based on the population of both incorporated and unincorporated areas of County (except the City of Atlanta, because the City of Atlanta received payment through the CFRF directly from the United States Treasury);

WHEREAS, the Act authorizes local government recipients of CFRF funds to use said funds for certain expenditures defined by criteria provided by the Act;

WHEREAS, the County seeks to spend CFRF funds for necessary expenditures incurred to comprehensively combat the public health crises and economic impact of the coronavirus pandemic within the County’s geographic area;

WHEREAS, The Steed Society, Inc. is a non-profit corporation established under the laws of the State of Georgia and qualified under Section 501(c)(3) of the United States Internal Revenue Code; **[IF APPLICABLE]**

WHEREAS, DeKalb County Community Development Department works as the coordinating entity for the DeKalb County COVID-19 Citizens Assistance Program for the County and has a goal of ensuring necessary financial relief to individuals, families and businesses within DeKalb County;

WHEREAS, County desires to retain a qualified and experienced consultant to public outreach related to COVID-19 vaccinations and COVID-19 vaccination events using Coronavirus Fiscal Recovery Fund (“CFRF”) funds;

WHEREAS, Consultant has represented to County that it is experienced, is available to be integral in the provision of needed services associated with COVID-19 relief to and for DeKalb County citizens and has qualified and local staff available to commit to the Project, and County has relied upon such representations; and

WHEREAS, Consultant understands and acknowledges that funding for this Project will come from the CFRF funds allocated to the County to address the COVID-19 crisis pursuant to the Act, which was signed into law on March 11, 2021.

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 AND TERM

CONTRACT TIME

The Consultant shall commence the Work under this Contract within ten (10) days from the execution date (“commencement date”). Contractor shall fully complete the Work by December 31, 2022. The Contract Time may be extended by Change Order executed by the Consultant and the Chief Executive Officer.

CONTRACT TERM

This Agreement shall take effect on the execution date and shall remain in effect until December 31, 2022. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on December 31, 2021 unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew January 1, 2022 unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on December 31, 2022, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Consultant in accordance with the terms of this Contract.

UNILATERAL TERMINATION

In addition to the termination of this Agreement pursuant to the terms of Article VI. E of 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 Consultant, at the address listed in the Notices article of this Agreement, a written notice of termination specifying the termination prior to the renewal period. Such notice shall be delivered to Consultant at least fourteen (14) calendar days prior to the effective date of termination.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) unless changed by written Change Order in accordance with the terms of this Contract. The County's maximum obligation from execution through December 31, 2021 is \$200,000.00. If the contract time is extended, the County's maximum obligation from January 1, 2022 through December 31, 2022 is \$200,000.00 minus the total amount spent from execution through December 31, 2021. 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 Consultant or the Contract Term, as adopted and approved by Consultant 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 Contract. 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 up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and Consultant in accordance with the terms of this Contract.

Consultant shall be paid a \$50,000.00 retainer upon execution of this agreement by all parties and shall be paid based on an approved monthly invoice detailing work done during the previous month. Every monthly invoice shall be subject to approval by the Commissioners for District 2 and Super District 6 prior to payment. The \$50,000.00 retainer shall be used to pay the

approved invoices, with Consultant subtracting the amount of the approved invoices from the retainer. Thereafter, the County shall pay the amount of an approved invoice within thirty days of receiving the invoice. If any portion of the retainer is not used to provide services in accordance with the Scope of Work, said unused portion shall be returned to the County within 30 days of expiration or earlier termination of the Contract. Consultant shall bill for services monthly and payment is to be made no later than thirty (30) days after submittal of each undisputed invoice. The maximum obligation on the part of County is \$200,000.00.

Original invoices must be submitted to:

DeKalb County, Georgia
 Department of Finance – Accounts Payable
 1300 Commerce Drive, 3rd Floor
 Decatur, Georgia 30030

Commissioner Jeff Rader
 DeKalb County, District 2
 Attn: Caroline Enloe, Chief of Staff
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

Commissioner Ted Terry
 DeKalb County, District 6
 Attn: Kelly E. Cato, District 6 Coordinator
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

ARTICLE III. SEGREGATION OF COUNTY FUNDS

Funds paid to Consultant by County must be segregated from all other funds and only used for the specific purpose identified. County funds shall not be used for other expenses of the organization, such as rent, repairs or capital expenditures. The Consultant agrees to track the expenditure of funds to ensure that the funds are spent in accordance with the agreement and stated purpose.

ARTICLE IV. SCOPE OF WORK

The term “Work” means all services necessary to complete the project of public outreach related to COVID-19 vaccinations and COVID-19 vaccination events. The full description of services is more specifically identified in the Scope of Work, attached hereto as Exhibit A and

incorporated herein by reference.

ARTICLE V. CONSULTANT’S USE OF GRANT FUNDS

- A. Consultant will utilize the funds to cover documented costs associated with needs created by the COVID-19 public health emergency in accordance with Exhibit A, attached hereto.
- B. Consultant will ensure, document, and maintain individual files which verify that all costs paid with this funding meets the following **ELIGIBILITY CRITERA:**
1. Consultant shall comply with all State and Federal law including but not limited to Section 601(d) of the American Rescue Plan Act (H.R. 1319, 117th Cong. § 9901 (2021)) which provides that all costs must either be:
 - i. To respond to the public health emergency with respect to the Coronavirus Disease (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; or
 - iii. For the provision of government services to the extent of the reduction in revenue of the County due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the County prior to the emergency; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
 - b. Consultant shall comply with the supplementary documents issued by the United States Treasury Department and Office of Inspector General, including but not limited to Guidance, FAQs, Reporting Requirements and any updates and additional supplementary materials. These documents are currently published at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> and as well as in the Federal Register (Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786 (May 17, 2021)).
- C. Consultant will provide any and all ongoing documentation of expenses and/or programming requested by the County via a designated reporting template (to be provided by the County Finance Department) for purposes of reporting all expenses to

the United States Treasury. **Within 72 hours of full execution of this Agreement, Consultant will email both the Grants Division of the Finance Department at ARPreporting@dekalbcountyga.gov and the Community Development Department at amitchell@dekalbcountyga.gov to receive instructions regarding how to submit the required documentation.** Failure to contact the Grants Division within 72 hours of full execution of this Agreement shall constitute a material breach and be grounds for immediate termination of this Agreement.

- D. If applicable, Consultant will input direct benefit data for each recipient into the HMIS module (to be provided by DeKalb County Community Development) for tracking purposes and to ensure there is no duplication of services provided.
- E. Funds paid to Consultant by the County must be segregated from all other funds and only used for the specific purpose identified. County funds shall not be used for other expenses of the Consultant.
- F. Consultant will adhere to both the County's non-discrimination policy and its nondiscrimination policy and avoid the appearance of nepotism and/or favoritism toward the County's staff and its staff in administering the CFRF funds.
- G. If applicable, on a monthly basis, the Consultant shall submit one copy each of an Executive Report summarizing its activities with respect to this Agreement and program initiative to the County's Community Development and Finance Departments. Financial and programming summaries should indicate year-to-date expenditures and programming, and the report should delineate at a minimum the following:
 1. Name of individuals, addresses, and last four of Social Security numbers.
 2. Services provided.
 3. Amount provided.
 4. Validation that a file is being maintained for the individual for auditing purposes.
 5. Any and all other items as requested by the County.

ARTICLE VI. GENERAL CONDITIONS

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

B. **Additional Work.** County shall in no way be held liable for any work performed under this section which has not first been approved in writing by County in the manner required by applicable law and/or the terms of this Contract. County may at any time order changes within the Scope of the Work without invalidating the Contract upon seven (7) days written notice to the Consultant. Consultant shall proceed with the performance of any changes in the Work so ordered by County unless such change entitles Consultant to a change in Contract Price, and/or Contract

Term, in which event Consultant shall give County written notice thereof within fifteen (15) days after the receipt of the ordered change, and Consultant shall not execute such changes until it receives an executed Change Order from County. No extra cost or extension of time shall be allowed unless approved by 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. County shall not be liable for payment for any work performed under this section which has not first been approved in writing by 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 County. Consultant agrees that County may reuse any and all plans, drafts, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of Consultant and without any payment of any monies to Consultant therefore. However, any reuse of the documents by County on a different Project shall be at its risk and Consultant shall have no liability where such documents are reused.

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

E. **Termination of Agreement.**

i. Termination for Convenience. 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 Consultant, 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 Consultant at least thirty (30) days prior to the effective date of termination.

ii. Termination for Cause. County may at its option, by giving written notice to Consultant, terminate this Agreement for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which County provides written notice of such breach; (b) immediately for a material breach of the Agreement by Consultant that is not

reasonably curable within seven (7) days; (c) immediately upon written notice for numerous breaches of the Agreement by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant's performance; or (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant's obligations under this Agreement or is in violation of any County Ethics Ordinances.

iii. If Consultant's services are terminated by the County pursuant to subparagraphs (i) or (ii) in this General Requirement, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Consultant. If it is determined that the Consultant was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

iv. In case of termination of this Agreement before completion of the Work, Consultant will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. As provided for in Article II. Payment, if any portion of the retainer is not used to provide services in accordance with the Scope of Work, said unused portion shall be returned to the County within 30 days of termination of the Contract.

v. 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 Contract for any reason whatsoever.

vi. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

vii. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or expiration or termination of this Agreement.

F. **Indemnification Agreement.** Consultant shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of County. Consultant shall exonerate, indemnify, and save harmless County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as the "County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this

Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Consultant shall assume and pay for, without cost to County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Consultant shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of County Indemnitee's sole negligence. As between County Indemnitees and Consultant as the other party, Consultant shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Consultant's employees, agents, vendors, suppliers or subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of Consultant, vendors, suppliers, or subcontractors, or any of their officers, agents, servants, or employees. Consultant shall defend, indemnify, and hold harmless County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. Consultant expressly agrees to provide a full and complete defense against any claims brought or actions filed against County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

G. **Right to Audit.** County shall have the right to audit all books and records, including electronic records, relating to or pertaining to this agreement, including but not limited to all financial and performance related records and any documents or materials which support those records. Consultant shall maintain complete and accurate records of expenditures and services provided. Consultant shall allow an authorized representative of County to inspect, examine, and copy, and audit such records during regular business hours upon reasonable advance notice.

H. **Georgia Laws Govern.** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract 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 Contract in its entirety, the printed provisions of this Contract, 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 Contract shall be construed against either party hereto.

I. **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.

J. **Consultant and Subcontractor Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. § 13-10-91, the County cannot enter into a contract for the physical performance of services unless Consultant, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. § 13-10-91 and any related and applicable Georgia Department of Labor Rule. Consultant agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13-10-91. The signed affidavit is attached to this Contract as Exhibit B. Consultant agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Contract, Consultant will secure from each subcontractor an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit C. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 throughout the Contract Term. Any signed sub-

subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit D.

K. **County Representative.** County may designate a representative through whom the Consultant will contact County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to County. Payments to Consultant shall be made only upon itemized bill submitted to and approved by said representative.

L. **Consultant's Status.** Consultant will supervise and direct the Work, including the Work of all subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. Consultant shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between County and Consultant shall be that of owner and independent contractor. Other than the consideration set forth herein, Consultant, its officers, agents, servants, employees, and any subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Consultant shall be by employees of Consultant or its subcontractors and subject to supervision by Consultant. No officer or employee of Consultant or any subcontractor shall be deemed an officer or employee of County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of Consultant, not County.

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

N. **First Source Jobs Ordinance and Preferred Employees.** Consultant is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Consultant is encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and

other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

O. **Business License.** Consultant shall submit a copy of its current, valid business license with this Contract if required. If Consultant is a Georgia corporation, Consultant shall submit a valid county or city business license. If Consultant is a joint venture, Consultant shall submit valid business licenses for each member of the joint venture. If Consultant is not a Georgia corporation, Consultant shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Consultant holds a professional license, then Consultant shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Consultant shall ensure that any insurance, license, permit or certificate submitted in response to County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

P. **Sole Agreement.** This Contract constitutes the sole contract between County and Consultant. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of County, either before or after the execution of the Contract, 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 County as provided by law or in this Contract.

Q. **Attachments and Appendices.** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Exhibit A, Scope of Work; Exhibit B, Contractor Affidavit (insert other exhibits as needed).

R. **Severability.** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract 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 Contract shall be valid and enforced to the fullest extent permitted by law.

S. **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 Consultant or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) 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 days before such notice is sent. Future changes in address shall be effective upon written notice being given by Consultant to the County's Executive Assistant or by County to Consultant's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to County:

Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

and

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: Director of the Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Commissioner Jeff Rader
DeKalb County, District 2
Attn: Caroline Enloe, Chief of Staff
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

Commissioner Ted Terry
DeKalb County, District 6
Attn: Kelly E. Cato, District 6 Coordinator
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to Consultant: The Steed Society, Inc.
770 English Ave NW
Atlanta, GA 30318
Attn: Munson Steed

T. Without limiting the other General Requirements or any other provision herein concerning the applicability of certain laws, ordinances, rules and regulations, Consultant has been explicitly informed and understands that the following laws, ordinances, rules and regulations apply to the execution and performance of all parts of this Contract and the Work: Debarment and Suspension, Executive Orders 12549 and 12689, which prohibit the award of contracts to parties listed on the governmentwide exclusion in the System for Award Management (SAM), and Title VI of the Civil Rights Act of 1964, which provides that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any programs or activities that receive federal funding. Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Consultant has been explicitly informed and understands that the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, applies to this Agreement and the Work and Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).] Consultant has been explicitly informed and understands that the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies to this Agreement and Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with

obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

U. **Counterparts.** This Contract 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 Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representatives the day and date herein above written.

STEED SOCIETY, INC.

DEKALB COUNTY, GEORGIA

BY: _____

_____ **by Dir. (SEAL)**

INSERT

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Munson Steed

Date

Chair, Steed Society, Inc.

Federal Tax I.D. 20-3460301

ATTEST:

ATTEST:

Signature

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

Name

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Zachary L. Williams
Executive Assistant

County Attorney

EXHIBIT A

SCOPE OF WORK:

- Steed Society Inc. (“Steed Society”) will provide marketing support to the DeKalb County Board of Health and other non-profit health clinics and associated entities for mobile vaccination events and special vaccination events (“Events”), by increasing awareness through public communication efforts related to COVID-19 vaccination programs. Specifically, Steed Society shall provide public service announcements, targeted geo-coded digital ads, and directly communicate with nearby residents to encourage participation in the Events.
- Steed Society will hire the necessary number of Canvassers, Canvassing Director & Field Director to increase the efficiency of direct communication to outreach, raise public awareness, and get more turnout at County Events targeted to census tracts with the lowest vaccination rates in District 2 and Super District 6 to support vulnerable populations’ access to public health services.
- Steed Society will closely work with and coordinate with the DeKalb County Board of Health, CORE, Canvassers & local outreach organizations to provide services that are requested and needed by such entities.
- Steed Society, Inc. will extensively market and promote Events and maintain a high media presence.
- Steed Society shall be paid a \$50,000.00 retainer upon execution of this agreement by all parties and shall be paid based on an approved monthly invoice detailing work done during the previous month. Every monthly invoice shall be subject to approval by the Commissioners for District 2 and Super District 6 prior to payment. The \$50,000.00 retainer shall be used to pay the approved invoices, with the Steed Society subtracting the amount of the approved invoices from the retainer. Thereafter, the County shall pay the amount of an approved invoice within thirty days of receiving the invoice. If any portion of the retainer is not used to provide services in accordance with the Scope of Work, said unused portion shall be returned to the County within 30 days of expiration or earlier termination of the Contract.
- Because this marketing and canvassing strategy has not been utilized previously, Steed Society shall meet with the Commissioners for Districts 2 and 6 or their designees weekly to determine tasks to be performed by the Steed Society for upcoming Events.
- Steed Society shall work collaboratively with the Commissioners for Districts 2 and 6 to determine the marketing and canvassing strategies that increase vaccination rates in census tracts with the lowest vaccination rates in District 2 and Super District 6.
- Steed Society agrees to provide services as directed pursuant to prior written approval by the Commissioners for Districts 2 and 6 or their designees based on a menu of possible deliverables- including but not limited to:
 - o Purchase of billboard advertising at a cost of no more than \$15,000 per month per billboard;
 - o Digital Marketing services and advertisements targeted and geo-coded to census tracts in District 2 and Super District 6 with the lowest vaccination rates at a cost of no more than \$10,000 per month - Invoices shall provide itemized billing showing the fee for content creation, design, ad creation, tracking, monitoring, remarketing and reporting and out of pocket expenses for the actual ads will be billed to the County at the amount paid, with the receipts showing the payment to a third party;

- Purchase other advertising;
- Design and produce door hangers for events at a cost of no more than \$2,000;
- Field Support at designated Events to include door hangers, blanketing a community with information about an upcoming Event and talking with members of a community using canvassers who shall be paid no more than \$15.00 per hour for such outreach and canvassing services; or
- Other marketing or field support services to increase vaccination rates and increase attendance at Events, including description of the service and amount to be paid to Steed Society for such services.

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EXHIBIT B

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Steed Society, Inc
Name of Contractor

Vaccine Event Field Support
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 20__ in _____(city), _____(state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

[INSERT SUBCONTRACTOR AFFIDAVITS]

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