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**EMERGENCY AGREEMENT FOR PROFESSIONAL SERVICES
DEKALB COUNTY, GEORGIA
AMERICAN RESCUE PLAN CORONAVIRUS LOCAL FISCAL RECOVERY FUND
(DISBURSEMENT OF \$175,000.00)**

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 SOCIETY OF ST. VINCENT DE PAUL, INC., a non-profit corporation established under the laws of the State of Georgia with its offices in DeKalb County, Georgia (hereinafter referred to as “Consultant”), shall constitute the terms and conditions under which Consultant shall provide housing stability services through the Motel-to-Home Program and water bill assistance 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, SOCIETY OF ST. VINCENT DE PAUL, 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;

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;

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WHEREAS, County desires to retain a qualified and experienced consultant to provide housing stability services through the Motel-to-Home Program and water bill assistance 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”). Consultant 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 to allow monitoring or auditing, unless earlier terminated. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on each and every 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.

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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 Consultant, the Contract Price, which is an amount not to exceed Seven Thousand and No/100ths (\$7,000.00) unless changed by written Change Order in accordance with the terms of this Contract. The County's maximum obligation from commencement date through December 31, 2021 shall be \$7,000.00. The County's maximum obligation from January 1, 2022 through December 31, 2022 shall be \$7,000.00 minus the total cumulative amount spent in 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 an amount not to exceed Seven Thousand Dollars and No/100ths (\$7,000.00). All payment will be for housing stability services, water bill assistance and administrative costs services. The Payment is to be deducted from the Disbursed Funds for water bill assistance provided to Consultant pursuant to Article IV below, in accordance with Exhibit A. A maximum of seven percent (7%) of a release

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of the Disbursement Funds for water bill assistance may be deducted as Payment to the Consultant.

ARTICLE III. SCOPE OF WORK

The term “Work” means water bill assistance, professional housing stability services through the Motel-to-Home Program and case management services that includes an integrated plan to identify qualified recipients and disperse funds, generating and gathering the appropriate documentation for legal compliance as well as grant compliance, reporting, and audit requirements as further described and identified as the Scope of Work attached hereto as Exhibit 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 Consultant agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Agreement. Unless otherwise stipulated, the Consultant 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. Consultant shall comply with all federal, state, and local law, including but not limited to Section 3201 of the American Rescue Plan Act of 2021, signed into law on March 11, 2021, any other requirements/guidance of the Act and the terms of the County’s grant.

ARTICLE IV. DISBURSEMENT AND SEGREGATION OF FUNDS

County shall provide a maximum of **One Hundred Seventy-Five Thousand and No/100ths (\$175,000.00)** to Consultant for disbursement to DeKalb County residents, landlords, utility companies and other permissible entities or individuals in accordance with the Scope of Work attached hereto as Exhibit A (“Disbursement Funds”). The release of Disbursement Funds shall be provided within ten (10) days of the execution of this Agreement, in the amount of \$175,000.00. The Consultant shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the Disbursement Funds received by the Consultant upon such terms and conditions as may be acceptable to the Consultant. All Disbursement Funds shall be maintained by the Consultant in the separate account or fund established pursuant to this Section. The Disbursement funds shall not be commingled with other funds of the Consultant and shall be used exclusively for the purposes detailed in this Agreement. No funds other than Disbursement Funds and accrued interest shall be placed in such fund or account. The Consultant shall use the Disbursement Funds for disbursement to DeKalb County residents in accordance with the Scope of Work attached hereto as Exhibit A. A maximum of seven percent (7%) of the Disbursement Funds for water bill assistance may be deducted as

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Payment to the Consultant.

ARTICLE V. AUDITS AND SUBMISSION OF REPORTS

At any time during normal business hours and as often as the County may deem necessary, Consultant 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. 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 seventy-two (72) hours of full execution of this Agreement, Consultant will email both the Grants Division of the Finance Department at ERAReporting@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 and Community Development Department within seventy-two (72) hours of full execution of this Agreement shall constitute a material breach and be grounds for immediate termination of this Agreement.

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

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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.

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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 and any Disbursement Funds that have not been distributed shall be returned to County within three (3) business days.

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

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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

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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

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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 WorkSource DeKalb by telephone at 404-687-3417 or 404-687-7171 or in person at 774 Jordan Lane, Building 4, Decatur, GA 30033.

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

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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; Exhibit C Subcontractor Affidavit (if applicable); and Exhibit D Sub-Subcontractor Affidavit (if applicable).

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

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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: Tara M. Smith, Chief of Staff
Office of Commissioner Robert Patrick
Board of Commissioners, District 1
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to Consultant:

Society of St. Vincent de Paul, Inc.
2050 Chamblee Tucker Road, Suite C
Atlanta, Georgia 30341
Attention: Patrick O. McNulty, Chief Executive Officer

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

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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).

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.

[signatures on following page]

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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.

SOCIETY OF ST. VINCENT DE PAUL, INC.

DEKALB COUNTY, GEORGIA

BY: _____
Signature

_____ **by Dir. (SEAL)**
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Federal Tax I.D.

ATTEST:

ATTEST:

Signature

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

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Zachary L. Williams
Executive Assistant

Assistant County Attorney

EXHIBIT A**SCOPE OF WORK**

Consultant shall provide the following services:

I. Housing Stability Services and water utility assistance (Case Management)

- 1) Within twenty-four (24) hours of the execution of this Agreement, Consultant shall establish and thereafter maintain an adequate number of qualified staff to assess each eligible applicant to determine the appropriate level of services to offer each eligible applicant, on a case-by-case basis, to include but not be limited to the following:
 - a. Need and qualification for housing assistance under the Motel-to-Home Program
 - b. Identifying and confirming the need/amount of County approved CFRF grant fund payment(s) towards a participant's water bill, either given directly to the participant or to the participant's utility provider
- 2) Within twenty-four (24) hours of the execution of this Agreement, Consultant 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 qualifications to receive CFRF grant funds, approvals, and consent forms.

II. Administrative Costs Services

- 1) Consultant warrants that it has the necessary staffing and resources to provide the services required by this Agreement.
- 2) Consultant shall establish and maintain an adequate amount of qualified staff to capture, create, maintain, and provide records and data to memorialize and document the Consultant's and each participant's experience in applying for CFRF grant fund assistance. 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. Applications reviewed and/or Consultations conducted
 - b. Applications/Forms Received
 - c. Amount of water utility bills and corresponding amounts requested
 - d. Amounts paid and to whom
- 3) Consultant 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, assistance type and amount owed and ultimately offered as payment, performance benchmarks and other information as applicable and/or requested, on a monthly basis, fifteen days after the month close;
- 4) Consultant shall gather required supporting documentation and as necessary or requested, transmitting the same to the County's Grants Division of the Finance Department;
- 5) Number of residents served will be based upon availability of funds;

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- 6) Consultant shall maintain records retention systems and schedules to comply with the Act's reporting requirements, audits, and/or County requests.
- 7) Consultant shall require participant's signature on a release of information form.

III. Associated Services

- 1) All necessary tasks and resources for providing and completing the above-listed services shall be provided by the Consultant, including but not limited to qualified staff, sufficient and appropriate work/office space, equipment, and supplies.
- 2) Consultant shall remain flexible and diligent in responding to the County's requests for program adjustments as necessary.
- 3) Consultant 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 of services.

IV. Allocation of Funds

- 1) Seventy-Five Thousand Dollars and No/100ths (\$75,000.00) of allocation must be dedicated to providing housing assistance through the Motel-to-Home Program. This portion of the funding must be used to provide direct support to families and individuals living in DeKalb County extended stay motels. No portion of this allocation may be used for administrative costs. The Motel-to-Home Program is purposed to help move families and individuals who are living in extended stay motels into more permanent, stable housing located in DeKalb County. Participants shall be helped with upfront costs such as application fees, deposits and first month's rent. Participants shall meet eligibility requirements to include the following:
 - a. Must reside in an extended stay motel within DeKalb County
 - b. Must have verifiable income coming into the household to meet rent and other household expenses
 - c. Must provide proof of extended residence in the motel
 - d. Are willing to participate in budgeting, the housing search process and financial/credit management courses
- 2) One Hundred Thousand Dollars and No/100ths (\$100,000.00) of the allocation must be dedicated to water bill payment assistance. This portion of funding shall go to DeKalb County, **District 1 residents only**, who need assistance with payment of water bills. Seven percent (7%) of the allocation, \$7,000.00, may be used for administrative costs.

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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

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 2021 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 _____, 2021.

NOTARY PUBLIC
My Commission Expires:

11.10.21

EXHIBIT C

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

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (*insert name of Contractor*), on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. §13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization Identification Number

Federal Work Authorization Enrollment Date

Name of Subcontractor

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: _____

11.10.21

Non-use of Subcontractors Affidavit

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, _____, who after being duly sworn, deposes and states as follows:

I am _____, _____, of Society of St. Vincent de Paul, Inc.

- 1. I will not use any subcontractors in the performance of the contract for housing stability services through the Motel-to-Home Program and water bill assistance (Contract No. 1266312).
- 2. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County evidence of protective coverage for any subcontractor’s operations prior to the subcontractor performing any work.

Further affiant sayeth not.

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary Public (Seal)

My Commission Expires:
