

**AGREEMENT FOR PROFESSIONAL SERVICES  
DEKALB COUNTY, GEORGIA**

**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 Piper Sandler & Co., a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as “Consultant”), shall constitute the terms and conditions under which Consultant shall provide budget consulting services for the DeKalb County Board of Commissioners.

**WITNESSETH:**

**WHEREAS**, County desires to retain a qualified financial consultant for the DeKalb County Board of Commissioners (the “Project”);

**WHEREAS**, Consultant has represented to County that it is experienced and has qualified staff available to commit to the Project and County has relied upon such representations; and

**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 TERM**

The Consultant shall commence the Work under this Contract within ten (10) days from the execution date. Contractor shall fully complete the Work by February 28, 2022. The Contract Term may be extended only by Change Order approved and executed in accordance with the terms of this Contract.

**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 **Fifty Thousand Dollars and No/100ths (\$50,000.00)**, unless changed by written Change Order in accordance with the terms of this Contract. Consultant shall bill for services at a rate of **Two Hundred Fifty Dollars and No/100ths (\$250.00)** per hour, for a total amount of billable hours not to exceed two hundred (200) hours. 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 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 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 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 **Fifty Thousand Dollars and No/100ths (\$50,000.00)**.

Original invoices must be submitted to:

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

With a copy to:

DeKalb County, Georgia  
DeKalb County Board of Commissioners  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
Attn: Dr. Kwasi K. Obeng, Chief of Staff

### **ARTICLE III. SCOPE OF WORK**

The term “Work” means all Budget Consulting Services necessary to assist the Board of Commissioners with the 2021 annual and mid-term budgets, as well as preparation for the 2022 budget cycle. The assistance shall including, but not limited to, providing general advice and guidance on the budgets, budget process and related matters, preparation of reports and memorandums, as necessary or requested, attendance at Board and Committee meetings, as requested, and assistance via participation in and with other budgetary procedures and/or matters, as requested.

The County and Consultant agree that the performance of services by the Consultant under this Agreement with respect to the Scope of Work does not constitute municipal advisory activities within the meaning of Rule 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board. Unless otherwise stipulated, the Consultant shall furnish all the of the Work in accordance with applicable law and the Agreement.

#### **ARTICLE IV. COMMUNICATION AND WORK AUTHORIZATION**

The Consultant shall communicate with the Chief of Staff, as the designated County representative, as described in Article V, paragraph K below. The Work performed pursuant to this Agreement shall be upon the written request of the County representative Chief of Staff. Communication that is with any other party and not authorized by the Chief of Staff shall constitute additional work, as described in Article V, paragraph A below. Work that is requested by any other party and not requested by the Chief of Staff shall constitute additional work, as described in Article V, paragraph A below. All advice, guidance, reports, memorandum or other Work shall be produced by Consultant to the Chief of Staff. Work that is delivered to any other party and not the Chief of Staff shall constitute additional work.

#### **ARTICLE V. 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.** This Contract may be terminated by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In case of termination of this Contract before completion of the Work, Consultant will be paid for the portion of the Work satisfactorily performed through the effective date of termination as determined by 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 Contract for any reason whatsoever. This Contract 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 Contract.

F. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Consultant, Consultant shall have no liability to the County for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any financial or other

damages resulting from the Consultant's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Consultant to the County.

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 A. 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 B. 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 C.

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/her 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. The County's designated representative shall be the DeKalb County Board of Commissioner's Chief of Staff.

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, Contractor Affidavit.

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, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

and

Executive Assistant  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

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

With a copy to: DeKalb County, Georgia  
DeKalb County Board of Commissioners  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030  
Attn: Dr. Kwasi K. Obeng, Chief of Staff



**If to Consultant:** Piper Sandler & Co.  
1442 Dresden Drive, Suite 257  
Atlanta, Georgia 30319  
Attn: Ed Wall, Managing Director

With a copy to: Piper Sandler & Co.  
Legal Department  
800 Nicollet Mall, Suite 1000  
Minneapolis, MN 55402

T. **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.

**PIPER SANDLER & CO.**

**DEKALB COUNTY, GEORGIA**

BY: \_\_\_\_\_

\_\_\_\_\_ **by Dir. (SEAL)**

MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D.

**ATTEST:**

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

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dr. Kwasi Obeng  
Chief of Staff, Board of Commissioners

\_\_\_\_\_  
Nicole W. Aigner  
Senior Assistant County Attorney

**EXHIBIT A**

**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 \_\_\_\_\_, 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:

\_\_\_\_\_

**Non-use of Subcontractors Affidavit**

STATE OF GEORGIA

COUNTY OF DEKALB

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

- 1. I am \_\_\_\_\_, \_\_\_\_\_, of [Consultant Name].
- 2. I will not use any subcontractors in the performance of the contract for financial dignity and economic empowerment programming (Contract No. \_\_\_\_\_).
- 3. 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:  
\_\_\_\_\_