

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **DEKALB COUNTY, GEORGIA**

THIS AGREEMENT made as of this 1<sup>st</sup> day of September, 2018, (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 Women Moving On, Inc., a limited liability Contractor organized and existing under the laws of the State of Georgia, with offices in DeKalb County, Georgia (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Women Moving On, Inc. shall provide emergency/crisis intervention services for up to one hundred women and children who have been displaced by domestic violence as well as provide a twenty-four (24) hour hotline that will support families in need of services throughout DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

#### **ARTICLE I. CONTRACT TIME**

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within three hundred sixty-five (365) days. Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

#### **ARTICLE II. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the execution date. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) and terminate absolutely, with no further renewals, on December 31, 2019, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### **ARTICLE III. PAYMENT**

As full payment for the faithful performance of the Scope of Services for this Contract, the County shall pay the Contractor an amount not to exceed **One Hundred Fifty Thousand Dollars and No/100ths Dollars (\$150,000.00)**, for services rendered, unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this 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 the Contractor in accordance with the terms of this Contract.

The Contractor will be provided a standard purchase order number, separate from the contract number, which must be included on all invoices, which may be submitted monthly. Payments shall be made in accordance with Exhibit B attached hereto and incorporated herein by reference. Invoices for services rendered along with a Certified Statement of Expense and Request for Payment Form must be submitted by the 10<sup>th</sup> of each month. In accordance with Exhibit A of this contract, a written Progress Report must also be included with each invoice submitted to the County. Payment is to be made no later than ten (10) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:  
DeKalb County, Georgia  
Accounting Services  
1300 Commerce Drive, 3<sup>rd</sup> Floor  
Decatur, GA 30030
- A. A copy of the invoice(s) must be submitted to:  
DeKalb County, Georgia  
Attention: Damon Scott, Director  
Human Services Department  
39 Rogers Street  
Atlanta, Georgia 30317

#### **ARTICLE IV. SCOPE OF WORK**

The Contractor agrees to provide all services in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

#### **ARTICLE V. GENERAL CONDITIONS**

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

**B. Additional Work.** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The 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 Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

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

**D. Reviews and Acceptance.** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor

of its professional obligation to correct, at his own expense, any errors in the Work.

**E. Termination of Agreement.** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this 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. Indemnification Agreement.** The Contractor 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 the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnities," 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, Contractor shall assume and pay for, without cost to the County Indemnities, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, 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, Contractor shall not be required to indemnify any County Indemnity against claims, actions, or expenses based upon or arising out of the County Indemnities' sole negligence. As between the County Indemnities and the Contractor as the

other party, the Contractor 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 Contractor's employees, agents, contracts, 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 the Contractor, contracts, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnities 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. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnities, 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. The 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 the 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. Insurance.** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
  - (b) Commercial General Liability Insurance covering all operations and automobiles:

1. With a limit of \$300,000 each occurrence for bodily injury—general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence—automobile liability coverage.
  2. With a limit of \$300,000 Property Damage each occurrence—general Liability coverage and automobile liability coverage.
2. Certificate(s) of Insurance must be executed in accordance with the following provisions:
- (a) Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
  - (b) Certificate(s) to contain the location and operations to which the insurance applies;
  - (c) Certificate(s) to contain Contractor's protective coverage for any subcontractor's operations;
  - (d) Certificate(s) to contain Contractor's contractual liability insurance coverage;
  - (e) Certificate(s) are to be **issued** to:  

DeKalb County, Georgia  
Director of Purchasing & Contracting  
The Maloof Center, 2<sup>nd</sup> Floor  
1300 Commerce Drive  
Decatur, Georgia 30030
3. The Contractor shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.
4. The Contractor agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance, or provide proof that such coverage is not required under state law.

**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. Contractor 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 the Contractor, 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. Contractor 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. Contractor 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 Attachment 4. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor 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 Attachment 5. 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 Attachment 6.

**K. County Representative.** The County may designate a representative through whom the Contractor will contact the 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 the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**L. Sole Agreement.** This Contract constitutes the sole contract between the County and the Contractor. 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 the 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 the County as provided by law or in this Contract.

**M. 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.

**N. Notices.** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) 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 the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the 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:

Director of the Finance Department  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

If to the Contractor:

Women Moving On, Inc.  
P.O. Box 171  
Decatur, GA 30031

**O. 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 CONTINUE ON NEXT PAGE]**



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

**WOMEN MOVING ON, INC.**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Signature

J. Briley Brisendine  
Name (Typed or Printed)

Chief Executive Officer  
Title

58-1698233  
Federal Tax I.D. Number

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

Michael Thurmond  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

Elizabeth Finn Johnson  
Name (Typed or Printed)

Secretary  
Title

**ATTEST:**

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

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Damon Scott (Typed or Printed)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

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

**Exhibit A**  
**SCOPE OF WORK**

The Contractor agrees to provide emergency/crisis intervention services for women and children who have been displaced by domestic violence. In addition a twenty-four (24) hour hotline for families in need of domestic violence services will be provided.

The specific Scope of Work for this contract is outlined below:

1. The Contractor will operate a domestic violence Safe House Program for women and children who are affected by domestic violence.
2. The Contractor will maintain the facilities where Safe House Program services are provided to comply with all State, County, and City Codes to ensure the health and safety of program participants.
3. The Contractor will provide emergency housing to one hundred (100) women and children affected by domestic violence.
4. The Contractor will manage the staffing and support of a twenty-four (24) hour domestic violence hotline that can be accessed by callers.
5. The Contractor will host an eight-week violence-prevention Summer Camp program for forty (40) children affected by domestic violence.
6. The Contractor will provide information and referrals to assist one hundred (100) domestic violence survivors to improve their emotional and mental health.
7. The Contractor will provide information and other resources to assist one hundred (100) domestic violence survivors to improve their financial stability.
8. The Contractor will provide legal advocacy and courtroom assistance to a minimum of one hundred (100) domestic violence survivors in DeKalb who apply for Temporary Protective Orders.
9. The Contractor will serve as a liaison between fifty (50) women and their partners/former partners through the Family Violence Intervention Program.
10. The Contractor will supply emergency food and hygiene boxes to a minimum of one hundred (100) families who participate in the Safe House Program.
11. The Contractor will facilitate supervised visits or supervised exchanges for sixty (60) families affected by domestic violence.
12. The Contractor will conduct an outreach campaign to reach 10,000 individuals to provide them information about domestic violence, dating violence and stalking.

13. On a monthly basis, the Contractor shall submit an Invoice with supporting documentation of all expenses. A written Progress Report of all relevant agency activities supported by this contract must be included with the invoice. A completed Certified Statement of Expense and Request for Payment Form must also be provided. All items should be submitted by the 10<sup>th</sup> of each month to ensure timely review and processing.

**Exhibit B**  
**Budget Summary**

<u>Cost Category</u>	<u>Budget</u>
Salaries and Benefits	\$115,000.00
Utilities	\$ 8,000.00
Rent	\$ 13,000.00
Safe House Food, Supplies & Maintenance	\$ 12,000.00
Program Materials	<u>\$ 2,000.00</u>
<b>TOTAL</b>	<b>\$150,000.00</b>

**Exhibit C**

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Address (\*do not include a post office box)

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit E**

**CERTIFICATE OF CORPORATE RESOLUTION**

I, Elizabeth Finn Johnson, certify the following:

That I am the duly elected and authorized Secretary of Women Moving On, Inc. (hereinafter referred to as the "Contractor"), a corporation organized and incorporated to do business under the laws of the State of Georgia ;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed J. Briley Brisendine, in his/her official capacity as Chief Executive Officer of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Emergency/Crisis Intervention Services;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Secretary) (CORPORATE SEAL)

**NONE-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  
Women Moving On, Inc. DBA/ Women's Resource Center to End Domestic Violence.
2. I will not use any subcontractors in the performance of the contract for emergency/crisis intervention services for women and children in DeKalb County, 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 saith not.

\_\_\_\_\_  
Signature of Affiant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_