

12-~~2~~-0311

(Do Not Write Above This Line)

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT FC-5770 PURSUANT TO ARTICLE X, SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE DEKALB COUNTY, GEORGIA CONTRACT WITH EMORY UNIVERSITY FOR CONSULTING SERVICES ON BEHALF OF THE OFFICE OF THE MAYOR FOR A TERM OF SIX(6) MONTHS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (175,000.00) PER YEAR; ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 2501 (INTERGOVERNMENTAL FUND) 040301 (EXE COO) 5239004 (SERVICE GRANTS) 1320000 (CHIEF EXECUTIVE) 04211189 (EXE INNOVATION DELIVERY) 250112034 (MAYORS PROJECT-BLOOMBERG GRANT); AND FOR OTHER PURPOSES.

Subst ttc

ADOPTED BY

MAR 19 2012

COUNCIL

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee *Finance/Executive*
 Date *3-14-12*
 Chair *Shana A. Hester*

Action
 Fav, Adv, Hold (see rev. side)
 Other _____

Members
on substitute

Refer To
[Signature]

Committee _____

Date _____

Chair _____

Action
 Fav, Adv, Hold (see rev. side)
 Other _____

Members _____

Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED
 MAR 19 2012

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED
 MAR 19 2012
Ronald D. Dunbar
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

MAR 28 2012

WITHOUT SIGNATURE
 BY OPERATION OF LAW

CONSENT REFER
 REGULAR REPORT REFER
 ADVERTISE & REFER
 1ST ADOPT 2ND READ & REFER
 PERSONAL PAPER REFER

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

Refer To _____
 Refer To _____
 Refer To _____



**CITY COUNCIL
ATLANTA, GEORGIA**

**A SUBSTITUTE RESOLUTION BY
FINANCE/EXECUTIVE COMMITTEE**

12-R-0311

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT FC-5770 PURSUANT TO ARTICLE X, SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE DEKALB COUNTY, GEORGIA CONTRACT WITH EMORY UNIVERSITY FOR CONSULTING SERVICES ON BEHALF OF THE OFFICE OF THE MAYOR FOR A TERM OF SIX (6) MONTHS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM 2501 (INTERGOVERNMENTAL FUND) 040301 (EXE COO) 5239004 (SERVICE GRANTS) 1320000 (CHIEF EXECUTIVE) 04211189 (EXE INNOVATION DELIVERY) 250112034 (MAYORS PROJECT-BLOOMBERG GRANT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”), was selected as recipient of grant funds from The Bloomberg Family Foundation Inc, (“Bloomberg”) for the Mayors’ Project, an initiative with the purpose of helping mayors unlock innovation to solve pressing local challenges, create new value for residents and position cities for long-term growth and opportunity (the “Project”); and

WHEREAS, Ordinance 11-O-1138 adopted by the Atlanta City Council on August 15, 2011 and approved per City Charter Section 2-403 on August 24, 2011, authorized the Mayor to execute documents in connection with acceptance of grant funds from Bloomberg and implementation of the Project; and

WHEREAS, the City entered into a grant agreement with Bloomberg for implementation of the Project in the amount of Three Million One Hundred Twenty Three Thousand Dollars and No Cents (\$3,123,000.00); and

WHEREAS, in order for the City to implement the Project, to dramatically reduce street homelessness, it must conduct a comprehensive city-wide study determining the current state of homelessness by synthesizing past and current data including but not limited to community/stakeholder conversations, gap analysis and data provided by additional university resources (the “Study”); and

WHEREAS, the Director of the Innovation Delivery Team and the Chief Procurement Officer have identified the agreement between Dekalb County, Georgia (“Dekalb County”) and Emory University (“Emory”) as a source for the Study; and

WHEREAS, pursuant to §2-1602 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of Article X of the Atlanta City Code of Ordinances; and



WHEREAS, Dekalb County competitively procured the agreement with Emory in a manner consistent with the City of Atlanta Code of Ordinances; and

WHEREAS, the Director of the Innovation Delivery Team and the Chief Procurement Officer recommend utilizing the Dekalb County agreement with Emory for the Study for a term of six (6) months in an amount not to exceed One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, on behalf of the City is authorized to enter into cooperative purchasing agreement FC-5770 with Emory in substantially the same form as attached to Exhibit A, for the Study for a term of six (6) months in an amount not to exceed One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00).

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from 2501 (Intergovernmental Fund) 040301 (Exe Co) 5239004 (Service Grants) 1320000 (Chief Executive) 04211189 (Exe Innovation Delivery) 250112034 (Mayors Project-Bloomberg Grant).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an appropriate document for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to Emory.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

MAR. 19, 2012
MAR. 28, 2012



EXHIBIT A

RCS# 1827
3/19/12
5:07 PM

Atlanta City Council

12-R-0311

COOP AGRMNT FC-5770 DEKALB CO. & EMORY
UNIVERSITY CONSULTING SERVICES
ADOPT ON SUB

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Bond
NV Hall	Y Wan	B Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-R-0311



ATTACHMENT "A"
TO LEGISLATION 12-R-0311

COOPERATIVE PURCHASING AGREEMENT



FC-5770, COOPERATIVE PURCHASING AGREEMENT FOR CONSULTING SERVICES AND COMMUNITY SOCIAL RESEARCH TO REDUCE HOMELESSNESS

Contractor: Emory University

Address: Office of Research Administration
Mailstop 1599/001/1BE
1599 Clifton Road NE, 4th Floor
Atlanta, GA 30322
Email: dwynes@emory.edu

Contact: David L. Wynes
Vice President for Research Administration
Tel 404-727-3889
Fax 404-727-1094

This Cooperative Purchasing Agreement (“**Contract**”) between the City of Atlanta (the “**City**”), a Georgia Municipal Corporation, and Emory University (“**Contractor**”), an education institution through its Office of University-Community Partnerships. This Contract is entered into an effective on this ____ day of March 2012.

BACKGROUND

This Contract will provide the City with professional consulting services and community social research to dramatically reduce street homelessness and to conduct a comprehensive city-wide study to determine the current state of homelessness by synthesizing past and current data including, but not limited to, community/stakeholder conversations, gap analysis and data be provided by additional university resources pursuant to the terms and conditions in the Agreement between the City and Emory University Contract (“**Agreement**”), attached hereto as **Exhibit “C”** and the **Scope of Services** attached hereto as **Exhibit “D”** as requested by the City of Atlanta, Office of the Mayor.

Pursuant to the terms and conditions of this Contract and subject to the aforementioned Agreement, Contractor will provide the City with the Services set forth in **Exhibit “C”**, Agreement and **Exhibit “D”**, the Scope of Services, which are attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Contractor and the City agree that work specified under this Contract must be performed by Contractor in accordance with the terms set forth in this Contract. This Contract consists of the following documents:



OTHER TERMS AND CONDITIONS

TERMINATION OF CONTRACT:

The City shall have the right to terminate all or part of this Contract to be made hereunder for its convenience by giving the Contractor thirty (30) days prior Written Notice to do so and by specifying the effective date of such termination. Further, if the Contractor fails to fulfill any of its obligations, the City may, by giving Written Notice to the Contractor, terminate this Contract with said Contractor for such default. If this Contract is terminated, pursuant to this Section, the Contractor shall be paid for Services satisfactorily completed according to the terms of this Contract through the effective date of termination upon delivery by Contractor of an invoice for such Services.

The Contractor may terminate this Contract upon Written Notice to the City not less than thirty (30) days prior to the effective date of said termination. The notice shall include a description of any unperformed work in which time is of the essence, the due date thereof and the location of any equipment or supplies needed to complete the identified work. In the event of a termination of this Contract by the Contractor, the Contractor shall also remain liable under this Contract to the extent listed under subparagraphs 4 and 5 of Section 2.7 until such time as the City executes a replacement contract.

1. Termination by the City for Contractor Default

- a. Performs Services that fails to conform to the technical requirements of the Contract;
- b. Fails to make progress so as to endanger performance of the Contract;
- c. Abandons or refuses to proceed with any of the Services, including any changes to the Services made according to Contract;
- d. Fails to comply with any term of the Contract;
- e. Fails to comply with the social programs of the City, including, but not limited to, its Equal Employment Opportunity and Equal business Opportunity programs;
- f. Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under the Contract; or
- g. Reasonable grounds for material insecurity arise concerning Contractor's performance.

2. Notice of Default

If Contractor defaults as defined herein, the City will notify Contractor in writing of the nature of the default. If Contractor does not cure that default within fifteen (15) calendar days from receipt of the notice, the City may, by Written Notice to Contractor and without notice to Contractor's sureties, if any, terminate in whole or in part, Contractor's right to proceed with the Services and the City may prosecute the Services to completion by contract or by any other reasonable method deemed expedient by the City. The City may take possession from the Contractor and utilize:



- a. any data, designs, licenses, permits, and plans specific to the Scope of Services obtained in contemplation of performance of the duties described in the Contract and necessary to complete the Services; and
- b. any equipment, materials and/or tools furnished by the City hereunder.

3. Immediate Termination

This Contract will immediately terminate, without the requirement of any action on the City's part, and all termination for default remedies available and applicable termination actions required by the Contractor when all Services are terminated for default under the Contract will apply, if the Contractor:

- a. voluntarily consents to an order for relief by filing a petition for relief under the laws of the United States codified as Title 11 of the United States Code;
- b. seeks, consents to or does not consent the appointment of a receiver, custodian or trustee for itself or for all or any part of its property;
- c. files a petition seeking relief under the Bankruptcy Code, debt reorganization or other debtor relief laws or any state or other competent jurisdiction;
- d. admits in writing that it is generally not paying its debts as those debts become due;
- e. gives notice to any governmental body of insolvency or pending insolvency, or suspends operations;
- f. becomes insolvent as that term is defined under applicable fraudulent transfer or conveyance laws; or
- g. makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

4. Excess Re-procurement Costs

Upon termination based on Contractor's default, Contractor and its sureties, if any, will be liable for all costs in excess of the Contract Price for all terminated Services reasonably and necessarily incurred by the City in the completion of the Services, including cost of administration of any contract awarded to others for completion.

5. Termination Actions

Upon termination for default, the Contractor will:

- a. Immediately discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;
- b. Inventory, maintain and turn over to the City:



- i. all data, designs, licenses, permits and plans specific to the Scope of Services obtained in contemplation of the performance of the duties described in the Contract and necessary to complete the Services; and
- ii. all equipment, materials, tools or property provided by the City for performance of the terminated Services;
- c. To the extent possible, promptly obtain cancellation, upon terms satisfactory to the City, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by the City;
- d. Cooperate with the City in the transfer of data, designs, licenses, permits and all information relating to the Scope of Services and disposition of Services in progress so as to mitigate damages;
- e. Comply with all other reasonable requests from the City regarding the terminated Services; and
- f. Continue to perform in accordance with all of the terms and conditions of the Contract such portion of the Services that is not terminated.

6. Contractor not in Default

If, after termination for default, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to the Clause titled "Termination for Convenience."

7. Termination for Convenience

- a. Termination Actions. Notwithstanding the City's right to terminate for cause, the City may, terminate for convenience any of the Services under the Contract, in whole or, from time to time, in part, at any time by Written Notice to the Contractor. The notice will specify the extent to which the performance of the Services is terminated and the effective date of the termination. Upon receipt of the notice the Contractor will:
 - (1) Immediately discontinue the Services on the date and to the extent specified in the notice and place no further purchase orders of subcontracts for materials, service, or facilities, other than as may be required for completion of the portion of the Services that is not terminated;
 - (2) To the extent possible, (i) promptly obtain assignment or cancellation, upon terms satisfactory to the City, of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated Services, or (ii) assign those agreements as directed by the City;
 - (3) Assist the City in the maintenance, protection and disposition of Work in progress, plans, tools, equipment, property and materials acquired by the Contractor or furnished by the City under the Contract; and



- (4) Complete performance of the portion of the Services that is not terminated in accordance with the scheduled milestones and Contract completion dates.
- b. Waiver and Compensation. In the event of a termination for convenience, Contractor waives any claims for damages including loss of anticipated profits. As the Contractor's sole right and remedy, the City will pay in accordance with the following:
- (1) The Contract Price corresponding to the proportion of Services performed in accordance with the Contract prior to termination for which the Contractor has not already been compensated;
 - (2) All reasonable costs for Services thereafter performed as specified in the notice of termination;
 - (3) Reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts;
 - (4) Reasonable costs incurred in demobilization and disposition of residual material, plant and equipment; and
 - (5) Reasonable costs associated with the termination of employees, including a retention and severance program of thirty
- c. Proposal for Compensation. Contractor will submit within thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its Proposal for an adjustment to the Contract Price to include only the categories of incurred costs described in this clause. The City will review, analyze and verify the Proposal, negotiate an appropriate adjustment, if necessary, and modify the Contract accordingly.
- d. Partial Termination for Convenience. Any partial termination of this Contract for convenience shall be subject to the sole discretion of the City.

COMPLETE AGREEMENT

This Contract, along with all referenced Exhibits, embodies the entire agreement between the City and the Contractor and supersedes all other writings, statements and representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in the Contract Documents.



SIGNATURE AUTHORITY

An authorized signature below by the City and by the Contractor indicates the acceptance of the terms of this Contract.

The remainder of this page is intentionally left blank and is followed by a single signature page and the aforementioned exhibits.



IN WITNESS WHEREOF, the City and Contractor have executed this Contract by their duly authorized officers, as of the date first written above.

CITY OF ATLANTA:

Emory University:

By: _____
Mayor

By: _____
President/Vice President

ATTEST:

ATTEST:

Municipal Clerk (SEAL)

Corporate Secretary/Asst. Secretary
(affix seal)

RECOMMENDED:

Director, Office of the Mayor

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney



EXHIBIT A
AUTHORIZING LEGISLATION



EXHIBIT B

INSURANCE REQUIREMENTS



**APPENDIX B
INSURANCE REQUIREMENTS
FC-5770, COOPERATIVE PURCHASING AGREEMENT FOR CONSULTING
SERVICES AND COMMUNITY SOCIAL RESEARCH TO REDUCE
HOMELESSNESS**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. The firm named in the contract as the **Prime Contractor/Consultant must also be listed on the certificate of insurance as the Insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance.**

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.



If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies;



these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Additional Insured language must read Confirmation of this must unconditionally appear on any provided by Contractor/Consultant as evidence of its compliance with this Appendix B. **Contractor/Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B.** The City shall not have liability for any premiums charged for such coverage.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**



Employer's Liability:

Bodily Injury by Accident/Disease **\$100,000 each accident**
Bodily Injury by Accident/Disease **\$100,000 each employee**
Bodily Injury by Accident/Disease **\$ 500,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence and aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$250,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document.

End of Document



EXHIBIT C

AGREEMENT BETWEEN DEKALB COUNTY
AND EMORY UNIVERSITY



STANDARD FORM NUMBER 2B

GEORGIA, DEKALB COUNTY

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES

THIS AGREEMENT, by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "COUNTY"); and Emory University, an educational institution, through its Office of University-Community Partnerships (hereinafter referred to as the "CONSULTANT" or "CONTRACTOR"), shall constitute the terms and conditions under which the CONSULTANT shall provide services to the COUNTY, as provided herein.

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

ARTICLE I. AGREEMENT TIME

The services to be performed under this Agreement shall commence on the ____ day of _____, 2012. The initial term of this Agreement shall be twelve (12) consecutive months. This Agreement shall terminate absolutely and without further obligation on the part of the County on December 31, 2012 and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement. This twelve-month Agreement may be automatically renewed on an annual basis for one (1) additional three-month term, for a total lifetime Agreement term of one (1) year and three (3) months, upon the same terms and conditions, as provided for in this Agreement, unless previously terminated. This Agreement will terminate on _____.



The County's governing authority may unilaterally terminate this Agreement on or before November 1st of each year in which the Agreement is in force. If this Agreement is terminated pursuant to this paragraph, CONSULTANT will be exclusively limited to receiving only the compensation for work satisfactorily performed up to and including the effective date of termination, as determined by the County.

ARTICLE II. PAYMENT

The COUNTY shall pay to the CONSULTANT a sum not to exceed One Hundred Sixty Thousand Nine Hundred Eighty-One and No/100ths Dollars (\$160,981.00) in accordance with Exhibit B, attached hereto and incorporated herein by reference, from Community Development Block Grant funds for work performed in an acceptable manner under this contract. Consultant will present a monthly report on work accomplished during that period, along with an invoice. The COUNTY shall pay CONSULTANT upon receipt of undisputed invoice. If the COUNTY receives any reduction in the CDBG funding during the term of this Agreement, the total cap paid under this Agreement shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this Agreement, the parties shall not use a time period exceeding one (1) fiscal year.

The total monetary obligation of the County for the Initial Term of the Agreement shall not exceed \$160,981.00. If the Agreement is renewed, the total monetary obligation for the renewal period shall not exceed \$160,981.00 minus the amount paid to the CONSULTANT in the Initial Term of the Agreement.



In case of termination of this Agreement before completion of the services outlined herein, the CONSULTANT will only be paid for services performed through the date of termination as determined by the COUNTY.

ARTICLE III. SCOPE OF SERVICES

The CONSULTANT shall provide services in accordance with Exhibit A, *Emory University Consolidated Planning for Comprehensive Neighborhood Revitalization*. Exhibit A is attached hereto and is incorporated herein by reference.

ARTICLE IV. GENERAL INFORMATION

- A. **Additional Services.** If the CONSULTANT is asked by the COUNTY to perform work beyond the scope of this Agreement for which payment is desired, he/she shall notify the COUNTY in writing, state that the work is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing from the COUNTY prior to performing the additional work for which he/she is to be paid. 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.
- B. **Ownership of Documents.**
- 1) All documents, including drawings, estimates, specifications, and data which were owned or created by the COUNTY prior to the effective date of this agreement are and remain the property of the COUNTY. The CONSULTANT agrees that the COUNTY may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the CONSULTANT and without any payment of any monies to the CONSULTANT thereof. However, any reuse of



the documents by the COUNTY on a different site shall be at its risk and the CONSULTANT shall have no liability where such documents are reused.

- 2) Background Data: All information, materials and data, including but not limited to training materials, and rights thereto (including patents, trademarks, service marks, copyrights and applications for all of the foregoing) which were owned or created by CONSULTANT prior to the effective date of this agreement, (collectively, "CONSULTANT Background Data"), whether or not used by CONSULTANT to make and/or develop any data or any results hereunder, shall remain the property of CONSULTANT. COUNTY shall not acquire any right, title or interest in any CONSULTANT Background Data as a result of CONSULTANT's performance of this agreement. CONSULTANT shall, within the bounds of legal requirements, make the CONSULTANT Background Data only available for review and copying by the COUNTY, for the COUNTY's use.
- 3) Rights in Data: The COUNTY shall retain ownership of the progress and final reports resulting from the performance of the work under this contract. CONSULTANT reserves the right to use the final report and strategic plan for its own internal research, teaching and publication purposes.
- 4) Publication: COUNTY acknowledges that CONSULTANT, as a non-profit academic institution, must have complete privileges to publish or present the methods and results of the Agreement, if it so chooses. However, CONSULTANT acknowledges that COUNTY may have proprietary interests, therefore in the event that CONSULTANT should choose to publish, CONSULTANT shall provide COUNTY with a copy of any proposed publication or presentation at least thirty (30) days in advance of submission of such proposed publication or presentation to a journal, editor, or other third party. COUNTY shall have



thirty (30) days to respond to CONSULTANT with any requested revisions. CONSULTANT agrees to act upon the requested revisions in good faith. This paragraph shall survive the termination or expiration of this agreement.

C. **Successors and Assigns.** The COUNTY and the CONSULTANT each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the COUNTY nor CONSULTANT shall assign or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

D. **Termination of Agreement.** The COUNTY may unilaterally terminate this Agreement, in whole or in part, for the COUNTY's convenience, or because of failure of the CONSULTANT to fulfill the obligations of this Agreement in any respect. The COUNTY shall terminate by delivering to the CONSULTANT, with at least seven (7) calendar days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the COUNTY, the written notice shall be sent to the CONSULTANT, addressed as follows:

Emory University
Office of Sponsored Programs
1599 Clifton Road, NE, 4th Floor
Atlanta, GA 30322 Attn: Contract Director

With a copy to: Emory University
Office of University – Community Partnerships
750 Commerce Drive, Suite 400
Decatur, Georgia 30030



All notices sent to the above address shall be binding upon the CONSULTANT unless said address is changed by the CONSULTANT in writing to the County Director of Purchasing & Contracting and the Director of Information Systems. If this Agreement is so terminated, the CONSULTANT shall be paid for services rendered through the date of termination as mutually agreed upon between the COUNTY and CONSULTANT.

Upon expiration or termination of this Agreement, each party agrees to promptly return to the other, all copies of all confidential information of the other party, and will certify in writing, over the signature of its duly authorized representative, that it has done so.

E. Contractor and Subcontractor Evidence of Compliance

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions in accordance with O.C.G.A. § 13-10-91, as amended:
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County or a contractor of the County shall enter into such a contract or subcontract in



connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.

- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty



of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

- F. **Georgia Laws Govern.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- G. **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.
- H. **Status as Independent Consultant.** The relationship between the COUNTY and the CONSULTANT shall be that of owner and independent CONSULTANT, and **shall not constitute an employer/employee relationship.** Other than the consideration set forth herein, the CONSULTANT shall not be entitled to any employee benefits including, but not limited to, insurance, paid annual leave, sick leave, workers' compensation, free parking, or retirement benefits.
- I. **Indemnification Agreement.** As between the COUNTY and the CONSULTANT as the other party, the CONSULTANT shall assume all responsibility for any damage, loss or injury, including death, of any kind or nature whatever to person or property, including employees and property of the COUNTY, caused by or resulting from any error or omission of the CONSULTANT, or the negligent act of the CONSULTANT or his subcontractors or any agents, servants, or employees arising from services under this Agreement. The CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and all its officers, agents, servants, or employees 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 CONSULTANT expressly agrees to defend against any claims brought or actions filed against the COUNTY, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

- J. **Sole Agreement.** This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Agreement shall be enforceable unless approved by action of the COUNTY.
- K. **Georgia Open Records Act.** Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the Agreement.
- L. **First Source Jobs Ordinance.** The DeKalb County First Source Jobs Ordinance requires contractors or entities employing 15 or more employees entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000.00 or more in County expenditures or committed expenditures to make a good faith effort to hire DeKalb County residents for at least 50% of entry level jobs using the First Source Registry. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the _____ day of _____, 2012 in three counterparts, each to be considered an original by their authorized representative.

EMORY UNIVERSITY, OFFICE OF UNIVERSITY-COMMUNITY PARTNERSHIPS

DEKALB COUNTY, GEORGIA

By: [Signature] 1/27/12 (SEAL)
Signature

_____ by Dir. (SEAL)
W. BURRELL ELLIS, JR.
Chief Executive Officer
DeKalb County, Georgia

Janette Hannam-Hayes
Name (Typed or Printed)

Associate Director, Contracts
Title

58-0566256
Federal Tax I.D. Number

ATTEST:

ATTEST:

[Signature]
Signature

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

May zha
Name (Typed or Printed)

Dr. Asso Research Analyst
Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

[Signature]
Department Director

[Signature]
Sp. Ass. County Attorney Signature

TEPPI N. GORDON
Sp. Ass. County Attorney Name (Typed or Printed)



CERTIFICATE OF CORPORATE RESOLUTION - *See attached*

I, _____, certify the following:

Delegation of Authority

That I am the duly elected and authorized Secretary of _____

_____ (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

Consolidated Planning for Comprehensive Neighborhood Revitalization;

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 _____, 20____.

(CORPORATE SEAL)

(Secretary)



EMORY
UNIVERSITY

Office of Research Administration

December 1, 2009

Janette Hannam Hayes
Associate Director
Office of Sponsored Programs
Emory University

RE: Delegation of Authority – Signature Policy

Dear Janette,

In accordance with the Emory University Contract Approval and Signature Authority Policy, I, by means of this letter, hereby delegate signature authority to you in your capacity as the Associate Director of the Office of Sponsored Programs. The contracts subject to this delegation are generally those relating to matters of the Office of Sponsored Programs and are limited to the two (2) categories of agreements listed below.

The effective date of this delegation is the date of signing. The authority is not subject to sub-delegation without my prior and express written consent.

Acting on my behalf, you may execute the following agreements:

1. You may execute any agreements or documents that relate directly to the responsibilities and functions of the position and the Office of Sponsored Programs including grants, contracts, and other agreements, with terms, conditions, and obligations for sponsored research, sponsored training, and other sponsored activities. These agreements may also include confidentiality agreements, collaboration/teaming agreements, data use agreements, master research contracts, or subcontracts that are related to a particular sponsored activity or project handled by the Office of Sponsored Programs.
2. You may execute any agreement not listed in #1 (above) for which I have specifically delegated that authority in writing, either through formal correspondence or email.

Sincerely,

David L. Wynes
Vice President for Research Administration

Emory University
Mailstop 1599/007/1BE
1599 Clifton Road NE, 4th Floor
Atlanta, Georgia 30322

Tel 404.727.3889
Fax 404.727.1094

An equal opportunity, affirmative action university



EXHIBIT A
Emory University
Consolidated Planning for Comprehensive Neighborhood Revitalization

Emory University's Office of University-Community Partnerships will assist DeKalb County Community Development (CDDD) in the completion of its Five-Year Consolidated Plan and through this process create a countywide comprehensive neighborhood revitalization strategy (CNR). The design and implementation of the CNR shall incorporate several areas of focus:

- Housing and community development
- Economic development
- Education
- Health
- Public Safety

In particular, throughout development of the CNR, Emory will:

1. provide guidance on the overall design of the initiative;
2. provide capacity building and technical assistance/support to Community Development and initiative participants, particularly through a series of Community Building 101 workshops to be made available to all initiative participants;
3. provide a detailed outline of workshops to the Director of Community Development for approval prior to conducting workshops;
4. conduct the data analysis and table construction for the County's Five-year Consolidated Plan and draft relevant sections of the Consolidated Plan related to those tables, the overall initiative, and the community engagement process;
5. provide two (2) teams of community building Fellows to work collaboratively with participants in the neighborhood planning process in two (2) focus neighborhoods. The Fellows will develop a work plan to guide an effort that will yield data and community input required for the development of "Quality of Life" plans in each neighborhood.

The following timeline and deliverables shall be adhered to:

February 2012 - March 2012

- Refine planning for "rolling out" initiative
- Recruit and engage DeKalb County government stakeholders
- Conduct data analysis needed for Consolidated Plan tables and assemble comprehensive database on DeKalb neighborhoods
- Identify "tier one" focus neighborhoods for neighborhood-based comprehensive planning/implementation
- Recruit and select students for Community Building Fellow Program

DELIVERABLES

- Planning sessions with DCCD to finalize timeline, scope of work, and participants
- Orientation workshop for County government partner agencies and other partners
- Working paper/presentation on proposed focus neighborhoods



April – June 2012

- Assign Community Building Fellows to begin work with each focus neighborhood to develop “Quality of Life” plans
- Develop work plan for intensive data gathering/community engagement through focus groups, survey, interviews, etc.
- Complete Consolidated Plan data tables
- Launch Community Building 101 Workshops for DCCD and initiative partners

DELIVERABLES:

- Complete Consolidated Plan data tables
- Launch Community Building 101 workshop
- Complete work plans for additional data gathering and community engagement in two (2) focus neighborhoods

July – October 2012

- Intensive data gathering/community engagement through focus groups, surveys, interviews, etc.
- Preparation of “Quality of Life” plans for each of the two focus neighborhoods
- Continuation of Community Building 101 capacity workshops with focus on selected topics emerging for neighborhood planning
- Work with Department of Planning and DCCD to begin draft of Five-Year Consolidated Plan

DELIVERABLE

- “Quality of Life” plans for two (2) focus neighborhoods
- Draft of Five-Year Consolidated Plan

November 2012 – January 2013

- Incorporate elements from neighborhood plans into Five-Year Consolidated Plan
- Complete draft of Five-Year Consolidated Plan
- Conduct public hearings for consideration of Five-Year Consolidated Plan
- Board of Commissioners adoption of Five Year Consolidated Plan
- Continue to work with focus neighborhoods regarding project/proposal development to implement features of “Quality of Life” plans

DELIVERABLES:

- Final draft of Five-Year Consolidated Plan incorporating priorities and overall strategies from comprehensive neighborhood revitalization strategy and top priorities from two(2) focus neighborhoods
- Presentations at public hearings to present Five-Year Consolidated Plan and the process used to gather community input

February – April 2013

- Work with focus neighborhoods regarding projects/activities that support “Quality of Life” plans

DELIVERABLES:

- Assist DCCD in finalizing submission of Consolidated Plan to HUD
- Assist neighborhood groups in applying for resources to improve neighborhoods
- Assist planning groups in two (2) focus neighborhoods in preparation related funding sources to carry out activities identified in “Quality of Life” plan



EXHIBIT B
Emory University
Consolidated Planning for Comprehensive Neighborhood Revitalization
BUDGET

Senior Personal	\$ 36,698
Community Building & Graduate Fellows	\$ 79,448
Programmatic	\$ 13,200
Data Collection	<u>\$ 17,000</u>
Total	\$146,346
Contingency (10%)	\$ 14,635
TOTAL	<u>\$160,981</u>

EMORY UNIVERSITY shall be reimbursed a maximum of \$160,981 during the contract period as stated on Page 1 of the Agreement. If the maximum reimbursement for any specified period is not paid to EMORY UNIVERSITY within that specified period, the remaining funds may be paid to EMORY UNIVERSITY for another specified period when eligible expenses exceed the maximum reimbursement amount. Furthermore, unexpended CONTRACT funds remaining prior to the final request for payment may be requested by the EMORY UNIVERSITY in the final request for payment to cover eligible expenditures.



EXHIBIT D

SCOPE OF SERVICES



EXHIBIT D

SCOPE OF SERVICES

Emory University Scope of Work

In 2002, The Regional Commission on Homelessness conducted research and a series of community conversations involving a broad range of community stakeholders to develop the *Blueprint to End Homelessness in Atlanta in Ten Years*, published in March 2003. This report focused on the chronically homeless. Mayor Reed's initiative is to Dramatically Reduce Street Homelessness. Since then, much has changed with the onset of the recession resulting in high unemployment rates, a dramatic increase in foreclosures, and an influx of transplants relocating to Atlanta in the hopes of finding employment and opportunity. Our hypothesis is that the face of homelessness has changed; those unsheltered include chronically homeless, families, veterans and unaccompanied youth. Therefore our response must be well-informed, strategic, and therefore address the current needs. A key component to successfully implementing a targeted strategy is to understand the state of street homelessness in Atlanta today: the greatest needs; how those needs are clustered; what services are currently being provided; what systems are in place to facilitate service delivery and where are the gaps. Emory University, Office of University-Community Partnerships is the right neutral party to help the City understand where the priorities, gaps and opportunities lie.

The following outlines the desired deliverables for Emory University.

Comprehensive Report – Complete a comprehensive report on the current state of homelessness in Atlanta. The report should include but not be limited to: (1) an analysis of the homelessness problem (characteristics of the homeless) and how the problem has changed over the past decade; (2) examination of Atlanta's response to the problem (programs and services, levels of investment, distribution among continuum of care categories, geographical distribution), including assessment of what we are not doing; (3) best practices in homelessness prevention and assistance, based on a review of exemplary programs in the greater Atlanta area and beyond; and (4) framework for action, synthesizing the findings from a comprehensive engagement of homelessness stakeholders, individuals, and families regarding action steps and priority areas for investment. The report will provide a comprehensive analysis of homelessness in the greater Atlanta area (Tri-Jurisdictional Collaborative Continuum of Care) and include material drawn from the Segmentation, Provider and Client Surveys (provided by University Resources), Gap Analysis, Asset Map (provided by University Resources) and Fiscal Scan (provided by City of Atlanta) as well as synthesize and document the material gathered through a series of facilitated community engagement activities (provider and client surveys, stakeholder meetings, and community forums) designed to gather and analyze information on the nature of homelessness in Atlanta from a broad, inclusive group of interests, organizations, and local experts.



Needs Assessment – Complete a segmentation analysis of the homeless population by need, with “need” being defined as the barrier or barriers homeless individuals and families face in achieving self-sufficiency. Needs should be clustered to profile the population by the most dominant barriers i.e., percent of single males with substance abuse barrier, mental health barrier and less than 3rd grade reading level. The purpose of segmenting the population in this manner is to be able to identify initiatives and direct resources to solutions designed to overcome these barriers as well as to identify the needs for which the largest gaps in service currently exist.

Provider Survey – Complete a comprehensive survey of homelessness service providers and deliver a report outlining populations served, needs addressed, capacity, services delivered, sources of revenue, barriers to service delivery, perceptions of the homelessness services “system”/continuum of care, challenges and opportunities relating to collaboration among service providers, and other data that will inform the Environmental Scan and Gap analysis.

Consumer Survey —Through surveys, focus groups, and interviews of homeless individuals and families, deliver a report outlining their demographic characteristics, awareness and utilization of services, perceptions of service quality, barriers to service consumption, and barriers to self-sufficiency. Report will also highlight consumer preferences in order to ensure programs and initiatives are shaped not only to address needs but to maximize participation and cooperation from the consumer.

Gap Analysis – Complete a gap analysis that identifies gaps in services and resources as they relate to the needs identified in the segmentation analysis. The gap analysis will also consider the relative balance between supply and demand for services along the various components of a comprehensive continuum of care (e.g., preventive services, emergency services, supportive housing, transitional housing, permanent affordable housing, etc.).

Community Building – in conjunction with Innovation Delivery Team, co-facilitate community building and Advisory Board meetings using the Results Based Accountability methodology. Emory will provide back-up data that will be used to inform data-driven process. Emory research fellows will also partner with the Innovation Delivery Team Fellow in documenting the process and results of the community outreach and data analyses.

Proposed Timetable

Deliverable	Preliminary	Intermediate	Final
Comprehensive Report	May 2012	August 2012	September 2012
Needs Assessment	March 2012	April 2012	August 2012
Provider Survey	March 2012	April 2012	August 2012
Client Survey	March 2012	April 2012	August 2012
Gap Analysis	March 2012	April 2012	August 2012
Community Building	March 2012	April 2012	June 2012



EXHIBIT E
ADDITIONAL CONTRACT DOCUMENTS

GSICA



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.

[Signature] 1/27/12
BY: Authorized Officer or Agent **Janette Hannam**
(Contractor Name) **Associate Director**
Office of Sponsored Programs

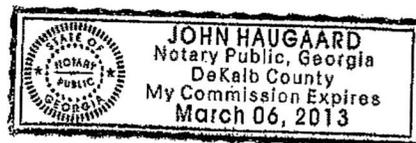
10/19/2007
Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Contractor

62810
Identification Number

Printed Name of Authorized Officer or Agent
Emory University
Office of Sponsored Programs
1599 Clifton Road, 4th Floor
Mallstop: 1599-001-1BA
Atlanta, GA 30322
Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
27th DAY OF January, 2012



[Signature]
Notary Public
My Commission Expires: 3/6/13